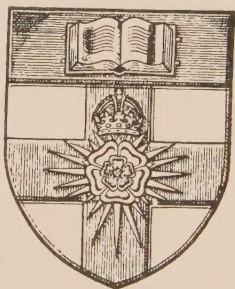


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THE SURVEYORS' INSTITUTION

(Incorporated by Royal Charter),

12, GREAT GEORGE STREET, WESTMINSTER, S.W.

TRANSACTIONS.

VOL. XIX.

SESSION 1886-87.

LONDON :

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12, GREAT GEORGE STREET, WESTMINSTER, S.W.

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NOTICE.



This Institution does not, as a body, hold itself responsible for statements made or opinions expressed, either in the Papers read or in the discussions which have occurred, at the Meetings.

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ERRATA.

Vol. XIX., p. 56, last line but one, for "Past-President" read
"Vice-President."

P. 94, ten lines from bottom, for "£75,000" read "£750,000."

The Surgeons' Institution

(INCORPORATED BY ROYAL CHARTER),

12, GREAT GEORGE STREET,

WESTMINSTER, S.W.

OFFICERS, 1886-87.

COUNCIL.

President.

WILLIAM JAMES BEADEL, M.P.

Vice-Presidents.

ELIAS PITTS SQUAREY

FRANCIS VIGERS

ROBERT COLLIER DRIVER

CHARLES JOHN SHOPPEE

Members of Council.

THOMAS CHATFEILD CLARKE

ROBERT LAKE COBB

DANIEL WATNEY

ALEXANDER MILNE DUNLOP

JAMES MARTIN

CHRISTOPHER OAKLEY

WILLIAM FOWLER

ROBERT VIGERS

HENRY JAMES CASTLE

THOMAS MILLER RICKMAN

ROBERT GEORGE CLUTTON

Professional Associate of Council.

EDWARD SMYTH

Associates of Council.

JOHN WOLFE BARRY

SIR RICHARD EVERARD WEBSTER, Q.C., M.P.

Past-Presidents.

JOHN CLUTTON

WILLIAM STURGE

EDWARD NORTON CLIFTON

EDWARD RYDE

THOMAS HUSKINSON

THOMAS SMITH WOOLLEY

EDWARD I'ANSON.

Honorary Secretary.

JOHN WORNHAM PENFOLD

Secretary.

JULIAN C. ROGERS

The Surveyors' Institution

(INCORPORATED BY ROYAL CHARTER)

Is established—

1. To secure the advancement and facilitate the acquisition of that knowledge which constitutes the profession of a Surveyor, viz.—the art of determining the value of all descriptions of landed and house property, and of the various interests therein; the practice of managing and developing estates; and the science of ad-measuring and delineating the physical features of the earth, and of measuring and estimating artificers' work.
2. To promote the general interests of the profession, and to maintain and extend its usefulness for the public advantage.

THE INSTITUTION consists of four classes, viz.—FELLOWS, PROFESSIONAL ASSOCIATES, ASSOCIATES, and HONORARY MEMBERS, with a class of STUDENTS attached.

A FELLOW must be more than twenty-five years of age, and must have acquired a practical knowledge of surveying in one or other of its branches as above defined; he must have so practised on his own account for more than five years; or must be a member of a firm of Surveyors established upwards of ten years; or in partnership with a Surveyor of ten years' standing;* or he must have passed the Voluntary Examination declared in the Rules of Examination to appertain to the class of Fellows. Fellows have the right, conferred by the Charter, to use the letters F.S.I. after their names.

A PROFESSIONAL ASSOCIATE must be more than twenty-one years of age, a Surveyor by profession, in practice on his own account or employed as an Assistant in a Surveyor's Office and qualified for the class by having passed the Students' Proficiency Examination, or the Professional Associates' Qualifying Examination. Professional Associates have the right, conferred by the Charter, to use the letters P.A.S.I. after their names.

**These qualifications hold good until the provisions of the Charter relating to the Compulsory Examinations for Fellows come into force.*

An ASSOCIATE must be more than twenty-one years of age, not a Surveyor by profession, but his pursuits must be such as to qualify him to concur with Surveyors in the advancement of professional knowledge.

An HONORARY MEMBER must be a person who, either by reason of his position or experience, or his eminence in science, may be enabled to render assistance in promoting the objects of the Institution, but who is not engaged in practice as a Surveyor in Great Britain or Ireland. He has the privilege of being present and taking part at all Ordinary General Meetings, and of access to the Library, but no right of voting, discussing, or otherwise interfering in the affairs of the Institution; nor is he called on to contribute to its funds.

STUDENTS (who must not be under eighteen years of age) qualify as such by passing the Students' Preliminary Examination. Candidates for Studentship who can produce a Certificate of having passed the Matriculation Examination of the University of Oxford, Cambridge, London, or any other University in the United Kingdom, or who have passed, with Honours, the Senior Local Examination of the University of Oxford or Cambridge, or who have obtained a Higher Certificate at the Examinations of the Oxford and Cambridge Schools' Examinations Board, are exempted from this Examination, and may be admitted by the Council on the recommendation (according to a form) of four Fellows and two Associates, or of the Fellow or Associate to whom they are or have been articulated; but it is obligatory on all Students to undergo the Proficiency Examination at the close of their Student course, at the time and under the conditions applying in each particular case under the Rules of Examination.

The Council may accord to Students such privileges, subject to such terms, regulations, and restrictions, as they shall from time to time prescribe.

Any person desirous of being admitted into the Institution (excepting to the class of Students) must be proposed and recommended according to a form, in which the full name, place of business (if any), usual residence, and qualifications of the candidate must be distinctly specified. This form must be subscribed by him, and signed by at least six Fellows or four Fellows and two Associates, certifying a personal knowledge

of the candidate; or, in the case of a person who has passed the Qualifying Examination, by four Members of the Council, of whom the President shall be one, after careful enquiry into the antecedents of the applicant.

The proposal so made, being delivered to the Secretary, will be submitted to the Council, who, on approving the qualifications, will determine the class for which the candidate is to be presented for ballot at an Ordinary General Meeting.

The following are the rates of contribution to the funds :—

	Annual Subscription.				Admission Fee.		
	£	s.	d.		£	s.	d.
<i>Student</i>	1	1	0	.	—		
<i>Associate</i>	2	2	0	.	3	3	0
<i>Professional Associate</i>	2	2	0	.	3	3	0
<i>Fellow</i>	3	3	0	.	5	5	0

No person can become a Member (other than an Honorary Member) of the Institution, unless and until he pays as his first Subscription to the Institution, in the case of becoming a Fellow of the Institution, the sum of Eight Guineas, in the case of becoming a Professional Associate of the Institution, the sum of Five Guineas, and in the case of becoming an Associate of the Institution, the sum of Five Guineas.

All Fellows, Professional Associates, and Associates, are required, within twelve months after their election, to deliver to the Council an original Paper on some subject connected with the profession, or to make a donation to the Library or Collection.

The affairs of the Institution are under the management of a Council, which is elected annually, consisting of a President, four Vice-Presidents, eleven Fellows, one Professional Associate, and two Associates.

The Session of the Institution commences annually on the second Monday in November, and continues to the end of May. The Ordinary General Meetings are held on every alternate Monday during the Session. At these Meetings original communications are read on some professional subject, and their merits fully and freely discussed. Every Member has the privilege of introducing one visitor to these Meetings. Members are entitled to a copy of any printed publication issued by the Institution after their admission.

THE OPENING ADDRESS

BY

WILLIAM JAMES BEADEL, M.P., PRESIDENT,

AT THE ORDINARY GENERAL MEETING OF

THE SURVEYORS' INSTITUTION,

NOVEMBER 8TH, 1886.

THE expression may have lost force by frequent use, yet I convey only my true feelings when assuring you I highly appreciate the honour you have conferred upon me in my election as your President, am deeply sensible of the trust committed to my charge, and hope to fulfil the duties in the spirit, if not with the success, of my predecessors in this Chair, recognising fully the fact that I am called upon to occupy an office of great and growing importance, each year not only adding to its prominence, but enlarging its responsibilities. The Surveyor who is honoured with this professional distinction (the highest your favour can bestow) may well feel that to worthily fill the position will tax to the utmost all the qualities of tact, diligence, ability,[§] and zeal with which he may happen to be gifted.

Nor is the task rendered more easy by the circumstances of the time. The Institution, in its corporate capacity, is happily more prosperous than at any previous period. I wish as much could be said for the bulk of its Members. A large section must have felt, for the last few years, the depression which has overtaken almost every kind of business

pursuit, while those whose vocation is immediately identified with agriculture have been called upon to encounter a state of things fraught with the gravest anxiety.

Times like these test the character and capabilities of men, and it may be fairly claimed for our profession that it has stood the test and has not abated one iota of its reputation for skilful and upright dealing with interests of vast intrinsic importance,—of far greater importance, perhaps, than any other class of interests in England.

I may be pardoned in expressing some personal pride in the remembrance of the fact that I have sat upon your Council from its first Meeting ; and when calling to mind the colleagues (some of the most honoured of them now among the dead) with whom it has been my privilege to act, I feel assured that a profession which has nurtured in the past men so eminent for honesty of purpose and devotion to duty, will not be without others in the future to illustrate the success which waits upon business capacity and personal integrity.

For our Institution it may fairly be urged that if it has one distinguishing characteristic it is that its aims are rigidly practical, and it is for this reason, in all probability, that its success has been so rapid and assured. Its “Transactions” are a storehouse of valuable information which we seniors should have been glad of in our younger days. Owing, however, to the form of the “Transactions” and to the necessary conditions of contribution, they have the defect, common to all publications of the kind, of failing to elicit the opinions of those Members who are prevented, either by distance from London, or by the pressure of their engagements, from attending the evening Meetings. It is to remedy this defect that the Council have introduced the new publication entitled “Professional Notes” to which I earnestly invite the attention of Members. The lines of

the "Notes" being so varied, no Member can complain that he is without an opportunity of contributing to the common stock of knowledge, and if adequately supported they will become of the utmost value for purposes of reference upon almost every subject in which Surveyors are interested. I therefore urge Members to do their utmost to make this new departure a success by contributing short Papers and paragraphs, comments upon subjects dealt with at the Ordinary General Meetings, abstract reports of cases under the Agricultural Holdings Act, requests for information upon points of practice, or with reference to matters difficult of interpretation.

There can be no doubt that the Institution now includes among its Members the great majority of the leading Land-Agents and Surveyors in England and Wales. The actual Membership at the present time (including all classes) is, I understand, over 1,200. But it is also the case that there are some whom we should be glad to welcome among us, and who have not associated themselves with the Institution. The time is rapidly approaching when, under the provisions of the Charter, the passing of the Examinations will become the only means of admission, and I venture to express a hope that, in the interval, all the practising Surveyors who have not yet joined us may see their way to do so.

Before going into subjects of a more special kind, I should like to express a hope that my Presidency may be distinguished by the larger share than usual taken by the younger Members in the proceedings of the Ordinary General Meetings. Many young men miss the chance of discovering the ability they possess by allowing timidity or the fear of adverse criticism to restrain them from expressing their views. We should regret an impression gaining ground that the older Members were otherwise than most anxious to encourage the junior Members in every way.

I look forward with more than ordinary interest to the Papers which will be forthcoming during the session, knowing that each will be carefully prepared with the object of upholding the character and status of the Institution, and of shedding a ray of light where needed.

In reviewing the past year, what must be first and foremost in our minds is that, instead of a revival of confidence in land as an investment, there is still a very widespread indisposition (notwithstanding the great accumulations of wealth which are known to exist) to purchase it, the old charm connected with its possession having, for a time at least, been dissipated. How soon, or in what way, things will be altered for the better it is impossible to say; that they must alter for the better I not only hope but believe. The land of this country is restricted in area. Its user for residential purposes is limited, while the population is yearly increasing. From the earth proceeds all riches, and sooner or later a revival must come. As a writer of notoriety puts it, though with objects far different from mine, "Land is the habitation of man, the
 "storehouse upon which he must draw for all his needs, the
 "material to which his labours must be applied for the supply
 "of all his desires; for even the products of the sea cannot
 "be taken, the light of the sun enjoyed, or any of the forces
 "of nature utilised without the use of land or its products.
 "On the land we are born, from it we live, to it we return
 "again—children of the soil as truly as the blade of grass
 "or the flower of the field. Take away from man all that
 "belongs to land, and he is but a disembodied spirit.
 "Material progress cannot rid us of our dependence upon
 "land. It can but add to the power of producing wealth
 "from land."

This being so (and who can deny it?), I presume there is no one so unwise as to seek to minimise its importance or pretend to regard the interests of land as subservient to any other.

In its essential relations to human progress, and indeed to human existence, its place must be ever paramount. To put it in a way that must command assent, one of the densest populations on the globe will not dwell for any length of time in the midst of a wilderness.

Meanwhile, we are under the cloud, how dark and unpropitious cannot be better illustrated than by actual statistics.

The records of the Estate Exchange, an organisation now of some years standing, throw such a light upon the altered state of things as I should scarcely have expected to find, and it has occurred to me that some figures as to the dealings in country estates and agricultural land may be interesting, comparing the year 1875 with the year 1885.

It appears that in 1875, 95,894 acres were disposed of, the purchase-money being £4,969,783 (say £5,000,000), or at the rate of £52 per acre, while in 1885, 31,070 acres only were disposed of for £986,253, or an average of £32 per acre—in round figures less than one-third of the quantity, one-fifth of the total amount in money, and a reduction in the acreage price of 40 per cent.

For the purpose of making this information more reliable as a test, all properties in London and within 15 miles, market and fruit gardens, and residential estates under 100 acres, or where the value of the house preponderated, are excluded.

So far as this year has gone, the record to the present time is as follows:—Land sold, 13,496 acres; purchase-money, £356,427; average price per acre, £26. The lowest price which has come under my observation was the sale by auction of a farm in Essex, containing 132 acres (30 acres grass), with dwelling-house, farm-buildings, and three cottages. With the exception of 21 acres copyhold, the property is freehold, with a new railway passing through,

and a station projected upon it. The price realised was £650, not representing anything like the cost of the buildings and fencing, leaving out of consideration altogether the land itself. This, no doubt, is an exceptional case, but tends to illustrate the severity of the crisis.

In City properties, values (warehouses somewhat overbuilt excluded) have been fairly maintained. In the suburbs, houses and land (except in specially-favoured districts) have been depreciated, partly by overbuilding and partly by reduced spending power. This former should very speedily cure itself with our rapidly-increasing population; and the improvement in trade, which would appear to have already begun, should remedy the latter.

With the increased rail and tramway facilities for reaching suburban districts new estates will be opened up, and it is important in their development that regard should be had to considerations of health, by allowing a more liberal extent of garden ground than has been in many cases heretofore the practice.

The quinquennial valuation of the Metropolis under the Act of 1869 having been completed, the result is a rateable value of about $30\frac{1}{2}$ millions, showing an increase of about $1\frac{1}{2}$ millions during the last, as against an increase of nearly 3 millions in the previous five years, while the present smaller increase appears to have been chiefly made up by an extra charge upon railways and other public undertakings.

A new feature arose under the Act in the case of the *Parish of Fulham*, v. *The Assessment Committee of St. Mary Abbots, Kensington*, in which the outlying parish appealed against the gross assessment of the railways, public works, and other large buildings in the parish of Kensington, on the ground that they were inadequately charged, the parish thereby evading part of its fair contribution to the general

rate. The result was that a compromise was effected, but it being too late to increase the individual cases of assessment, the whole of the additional rate will have to be levied upon the ratepayers of the parish generally, those fully assessed having to contribute to make up the deficiency of the others until the next valuation takes place. This will necessitate, in the future, more care on the part of assessment committees, who will be well advised by calling in professional assistance.

The value of property in Liverpool, Manchester, and other provincial cities has also been affected to a greater or less degree by the depression which has been felt in commercial and trading circles.

The circumstances to which I have referred, combined with the absence of applications to Parliament in connection with schemes for public undertakings, and a reluctance on the part of the public to subscribe towards carrying out those already sanctioned (notwithstanding that payment of interest out of capital has been authorised), have rendered the past year specially unsatisfactory, not only to our own profession, but also to that of our Associates, learned in the law, who are equally interested in anything affecting the welfare of the Surveyor.

And here it will not be out of place, perhaps, to refer with satisfaction to the happy coincidence which enables us to claim both the Attorney and the Solicitor General (the former on the Council) as Members of our Institution—men most deservedly respected for the kindly cordiality which has for many years characterised their relations with the profession.

In the interest of all classes, most of all in that of the unemployed poor, it is desirable that the carrying out of public works should be facilitated by the removal of every unnecessary obstacle. Among these obstacles may be included the present arrangement, whereby promoters are

compelled to undertake expensive inquiries before Committees both of the Lords and Commons. Some modifications are needed in this direction, possibly by substituting a single hearing before a joint Committee of both Houses for the present double inquiry, and by some method of preventing purely factious opposition.

In Parliament, matters relating to land have lately occupied, and are destined apparently more than ever to hold, a prominent position, although recent events have somewhat checked the more revolutionary proposals which had been suggested, and which need only be ventilated to be condemned. It is the duty of Members of this Institution to watch the course of legislation, and use all means at their command to prevent the passing of impracticable and mischievous enactments.

On general grounds legislation which interferes with liberty of contract is not to be encouraged. So far as my experience goes, a measure such as the compulsory Agricultural Holdings Act, 1883, is of very little benefit to the parties concerned, and certainly does not effect to any material extent the objects contemplated, tending rather to bring about a spirit of litigation unsatisfactory in its nature and of doubtful benefit to either landlord or tenant. Although professionally concerned in many changes of tenancy since the above Act came into operation, I have personally received only one notice from a tenant, of intention to claim under the Act, and this did not reach me within the prescribed time, the tenant, a Lincolnshire farmer, being, I conclude, content to rely upon his ordinary tenant-right. The tenants in whose interest this class of legislation was passed do not, as a rule, appreciate it, and the same result would have been secured in a more desirable manner by the growing disposition on the part of landlords to recognise the claim of a tenant to the utmost consideration,

provided only the land be kept clean and fairly farmed to the end of the tenancy.

As yet the evidence to prove that a heavy tenant-right is desirable in the interest of either outgoing or incoming tenants has not been forthcoming to my satisfaction. Indeed, it is a curious and significant fact, which can hardly be wholly accidental, that the interest of the incomer is very little regarded by the advocates of this class of legislation. It is clear that in times such as those in which we now live anything which brings about an *undue* or *unfair* claim upon an incoming tenant is the reverse of advantageous.

The three F's for England appear by force of circumstances to have been relegated to a distant future. Even a lease is of such doubtful advantage to a tenant, that very few care to embrace the opportunity of having one. A tenancy with two years' notice on either side appears now to be preferred, although tenants living upon ancestral estates can desire or possess no greater security than a tenancy from year to year, and for this reason—viz., that a yearly tenancy is a continuity. There is no break as in a lease, a disinclination exists to revise rents, and things, as a rule, work smoothly and well.

While upon this point it is right to refer to the discussions which have taken place with regard to the allowance to be made for cake and feeding-stuffs. It is difficult to arrive at any very clear and decided conclusions from experiments which have been made, and I do not think the scales propounded form a really satisfactory basis. Each case must rest upon the judgment of the valuers employed, upon whose skill and intelligence the justice of an award must largely depend. The chemist can no doubt materially aid the valuer, but it should always be prominent in the mind of those engaged in settling such matters that, in the endeavour

to do justice to an outgoing tenant, injustice be not done to his successor.

The proceedings before the Town Holdings and Leasehold Enfranchisement Parliamentary Committee deserve passing reference. The evidence of our Past-President, Mr. RYDE, as well as of other Members of the Council and of the Institution who were prepared to support him and will be called should the inquiry be revived, will go a long way to show that the proposal is a most serious and unjust interference with owners of ground-rents, whereby irreparable mischief may be inflicted, building operations limited, and, as a consequence, rents increased, and uniformity in the character of a locality and its accessories destroyed.

There is no doubt that lessees, as a rule, are quite capable of looking after their own interests. It is, however, desirable that, where the Surveyor's advice is sought with reference to renewals, every consideration should be shown to an old tenant whose efforts or outlay may have brought about enhanced value.

The Extraordinary Tithe Redemption Act, passed during the late Session of Parliament, provides that no newly-cultivated hop or garden land shall be liable to the charge in future, and the Land Commissioners have to certify the capital value, in each parish, of the tithe heretofore chargeable to form the basis of a rent-charge, calculated at £4 per cent., to be borne by the landlord in the case of yearly tenancies, which are to be considered as terminating as if notice were given at the date of passing the Act, and with power to the owner to redeem. This will settle a somewhat vexed question, and remove restrictions upon the cultivation of land. The agitation in Wales against payment of tithe, although unfortunately embittered by religious feelings, points to the necessity for steps being taken to alter the basis upon which the charge is at present calculated, as also for

the transfer of the payment from the tenant to the landlord, and some such alteration may be anticipated from the promise of the Government to deal with the subject. There can be no doubt that the reduced amount now payable does not anything like represent the depreciation which the tithe-owners would have had to suffer had not the Commutation Act been in force; and although, in this instance, a "bargain is a bargain," and should be respected, yet a case appears to be made out for a revision of the method on which the prices are estimated, the quality of corn taken into account, as well as the period over which the average should extend. On the whole, I think, tithe-owners have for some years past received their full share, and therefore will not suffer any real injustice if they have to help further to bear the loss caused by the present condition of agriculture, as the owners of glebe for some years past have been doing.

The establishment of a School of Forestry has occupied the attention of a Select Committee of the House of Commons during the last two Sessions. Considerations, of a national character, which I shall hereafter urge with reference to our dependence upon foreign countries for food supplies, apply, though in a greatly diminished degree, to the supply of timber for the innumerable purposes of ordinary constructive arts. That this will ever become a timber-producing country on a large scale is of course out of the question, but there can be little doubt that a good deal of land once under timber might now be replanted. It is equally clear that a more scientific knowledge of forestry would be of advantage to land-agents and wood-reeves (the only persons for whom such instruction is needed) and would tend to the better conservation of existing woodlands. If the establishment of a National School of Forestry would lead to these results, there cannot be a doubt of its utility, and the proposals laid before the Committee by our Secretary

seem to present a very complete and practicable scheme for the organisation of such a school.

Among the unique proposals of the early Session of this year, was that which was intended to impose upon the owners of land the obligation to cultivate the same upon pain of a conviction for misdemeanour and absolute forfeiture of the land, the compensation proposed for this arbitrary mode of dealing with the landowner being a payment from the Consolidated Fund, for 25 years, of a sum equal to the average value of the actual produce of the land calculated over a term of 14 years prior to the date of conviction. The discussion upon this Bill showed how lamentably ignorant are even some of our would-be legislators as to the simplest elements of the question.

Another Bill, having for its object the amendment of the Lands Clauses Act, was framed to provide for credit being given by the claimant for any improved value imparted to his property by a public undertaking, the result of which would have been that, although all owners of land near a new railway station might, and probably would be, benefited by its construction, one of them may have to provide the necessary land without payment, and so with regard to sewers and other works. Upon this Bill I ventured to give notice of an amendment, providing, "That whensoever any
 " Act for compulsory purchase be put in force, the promoters
 " of the undertaking shall, at the time of giving such notice,
 " state thereon whether it is their intention to claim for improve-
 " ment and increased value consequent upon such works, as
 " also the extent and area of such property thereby assumed
 " to be so improved or increased in value, in which case the
 " person or persons from whom property is to be so acquired
 " may, if he or they think fit, require the promoters of such
 " undertaking to take the whole of the property so stated to
 " be benefited by the exercise of the powers of such pro-

“moters, and that such promoters are hereby compelled to acquire the same by purchase.” The Government of the day supported the Bill, and the second reading was carried by a majority of 100. I think the present Ministry is not likely to favour a revival of the proposal.

The suggested increase in land-tax and other charges upon land already overburdened, instead of proving a national advantage, as is claimed, would, of necessity, further paralyse the agricultural interest of the country. On the contrary, in my judgment it can fairly be urged that some of the existing charges should be transferred to personal property, and I imagine the new Local Government Scheme will provide some arrangement of this nature.

As we live in times when changes are so rapid, and when proposals so extraordinary are discussed and entertained, I have thought it desirable to glance at these various subjects, leaving till the later part of my Address what is, to me, by far the most important and pressing question of the day, and upon which I shall, I presume, be expected more particularly to speak—viz., the prospects of the agricultural interest, and the conclusion to be drawn therefrom.

It may not be out of place here to allude to statements, which have not been sparingly used, as to the undesirability of large occupations, the necessity of creating peasant proprietors, enlarging the allotment system, and the injurious effect to the country at large of extensive estates being in the hands of hereditary landed proprietors. As to large occupations, experience has taught me that, given intelligence, capital and skill, large farms, as a rule, are more productive and more economically managed than small ones, less labour, cost, and greater yield per acre being the result. Not that I desire to condemn small farms, though it must not be forgotten the smaller the occupation the greater is the proportionate outlay required in providing houses and

necessary farm-buildings. The recent Government return of allotments and agricultural holdings proves the number of allotments to be much larger than was imagined, more than three-fourths of the agricultural labourers in the country being supplied with garden-ground of varying extent, and, besides this, small farms are much more general than was considered to be the case. Unfortunately, these classes feel the pinch of the present times, as do those who farm in a larger way. To an extension of the allotment system I do not desire to offer any objection if it will benefit the working classes and if they are capable of getting advantage from it; but it must not be forgotten that those in favour of this system differ very greatly as to the extent to which it should be carried, referring only to arable and not pasture districts—some advocating a limitation of the area to as much as an able-bodied man can well manage outside his weekly or daily labour-earning power, others wishing to concede a large area which shall occupy his entire labour. To the latter I would say, Do not inflict upon the working man an occupation which, with low prices prevailing, can yield him no adequate return for his outlay. Wheat at the present price, clearly, will not yield him a profit; fruit and vegetable produce is a drug in the market; milk and dairy produce very low. Advocates of the system should be able to demonstrate beyond question the probability that the man will get a living, and that his labour will not be unremunerative. That allotments near towns will be of immense benefit to the artisan class must be admitted. With them it will not be so much a question of profit and loss. The feeling that they have an object in life whereby muscular energy may be brought into play, and a wholesome rivalry excited as to who can produce the most and the best of its kind, such as fresh vegetables for the family, will induce many, at all events, for the larger portion of the year to seek amusement elsewhere than in the

public-house, and so far the proposal commends itself most forcibly to my mind.

That these allotments should be provided by a subsidy from the public rates, would, I consider, be a very injudicious proceeding, and the powers placed in the hands of local authorities should be carefully guarded, if granted at all.

Of all estates (and I have been concerned in very many during an experience extending now over nearly forty years) none are, as a rule, so well managed as those of our hereditary landed aristocracy, none are so well farmed, nor upon any is there so real an exposition and recognition of the rights and duties of property. On these (I omit the very few exceptions) repairs are mainly attended to by the owner, sanitary arrangements are carried out at his cost, morality is safeguarded, pensions given to faithful servants when incapacitated by age, situations found for the young people of both sexes, and unremitting interest displayed in their welfare. Good is thus conferred upon society generally, and a substantial contribution made to human progress and happiness. The assistance rendered to tenants in the shape of remissions of rent and otherwise has been invaluable, helping them in the larger number of cases to remain on their holdings. The remark recently made by a solicitor living in the midst of a large estate of this description struck me forcibly—that, although in past times they were inclined to complain of the single ownership, recent experience has proved a compensation and substantiated the advantage of the system. For those who would shatter or imperil this state of things I have neither sympathy nor respect.

Agricultural depression has formed a prominent topic in several Opening Addresses from this Chair, and it cannot be said that the most has not been made in them of any transient signs which seemed to indicate a turn of the tide. The most sanguine are now becoming discouraged. Even

the Commission on Trade Depression does not appear likely to be able to suggest any remedial measures, although they have taken the evidence of witnesses upon the agricultural question.

We have been recently assured upon high authority that a revival in trade will lead to a revival in agriculture. Without wishing to depreciate the importance of the former, I incline to the belief that revived prosperity in agriculture is the necessary forerunner of revived prosperity in trade.

Although many of my friends have been inclined to differ from the view which I have constantly expressed, that to foreign competition rather than to bad seasons must be ascribed the present condition of things, not a few of them are becoming converts to my opinion.

This competition is so acute that many thousands of acres formerly producing wheat cannot now be farmed at a profit, rent and tithe free.

The conclusion arrived at in the Report of the Royal Agricultural Commission, that no single one of the immediate causes of depression could be said to be "necessarily of a permanent character," has since been pretty clearly refuted by facts—that is, if the word permanent is to retain the meaning usually assigned to it; for while at that time the commissioners considered it impossible to calculate "how far foreign competition may affect the home producer in the future," the prejudicial effect of that competition has become more and more an established fact, the average price of wheat having steadily decreased from 45s. 4d. in 1881, to 32s. 10d. in 1885, since which date it has receded, and at this moment is only 30s. per quarter, the lowest point within a century. Comparison with a previous date would be of no value.

In 1881 India had not long entered the export field; but it would appear that she is to be our most formidable

competitor. The quantity sent us did not exceed $3\frac{1}{2}$ million cwts. prior to that date (with the exception of 6 millions in 1877), while in 1885 it amounted to over 12 million cwts. On the other hand, the quantity from America was 39 million cwts. in 1881, and only 26 millions in 1885, and the acreage grown there in 1885, viz., just over 34 millions, was less than in 1884 by 5 millions, as well as considerably below the 5 preceding years—the effect, apparently, of the prevailing low prices. At the same time Indian prices will possibly still bear a reduction, unless the increase of freights to a profitable scale, and the setting right of the currency question, which at present acts to our decided disadvantage, should bring about some modification.

And not only as to area of cultivation and expense incurred in labour and transit are we beaten in this contest, but in the quality of the grain produced abroad, which, from atmospheric influences, being harder, is of considerably enhanced value over our home-grown corn. The position is thereby rendered doubly difficult for the English agriculturist.

The result of the late harvest is likely to prove (as threshing takes place) that the yield with us is short of an average, and although, according to BEERBOHM, the estimated stocks show a deficiency in surplus produce available for export as compared with the requirements of the various countries of nearly 10 million quarters, yet prices have very little tendency to harden, and if they do, it will not, in all probability, be for a lengthened period.

Amongst the remedies, the one which appears to have been most largely resorted to is the laying down land to permanent grass, the agricultural returns showing for Great Britain a reduction of the arable area between 1872 (the highest year) and 1885 of nearly $1\frac{1}{4}$ million acres, wheat being the crop composing the greater part of the difference, other corn-crops, excepting oats, being also reduced. It may here be mentioned, in passing, that by the returns

for 1886 there is a further reduction of over 200,000 acres in wheat and barley. The area of pasture and seeds in 1885 was in excess of 1872 by $2\frac{3}{4}$ millions of acres, from which I gather that all the deficiency in corn has been so disposed of in addition to a further quantity which, had the earlier returns been as fully and accurately taken, would have been scheduled as arable.

It is not my wish to disparage this or any other expedient which may seem to be available for tiding over present difficulties; but, from a national point of view, it is a question of the utmost consequence on several grounds, to which I shall shortly refer.

With an increased area of land under grass it will be urged that a much larger quantity of stock can be kept; and there has been, in point of fact, an increase in the number during the last four years, cattle in 1882 having been returned at 5,807,491, in 1886 at 6,646,785; sheep in 1882, 24,319,768, in 1886, 25,521,334. I have never viewed with apprehension the imports of foreign cattle, and the recent experience of some of the companies sending us supplies is reassuring. Facilities for an increased home supply appear to be multiplying; and though the past year or so has not been satisfactory, there will still in all probability be an opportunity for making profit in this direction. The prospects with regard to hay and milk, as well as fruit and market-garden produce, is not satisfactory, increased home production and the facilities for sending early produce from the Continent forming a serious drawback to the advantage which this method of cultivation was recommended as possessing, and reducing prices to a point which is likely to limit further extension of enterprise in this direction.

The argument which has recently been put forward that corn-crops are of small consideration, having regard to the amount produced as compared with other agri-

cultural produce (the former being estimated at one-fourth of the total), is most fallacious. In one case the produce is almost entirely a return by nature for labour employed, whilst in the other, expenditure of capital represents a considerable element; the amount realised is, therefore, no criterion upon which a comparison of value can be based.

The prescriptions with which we are favoured so constantly—every week, almost every day, producing some fresh nostrum—are, as a rule, neither of general application nor feasible in practice. Without alluding to jam, it is only necessary to refer to the suggested growth of flax, tobacco, and beetroot as coming under this category. I would not for a moment say such may not deserve a trial, but, if successful, it is needless, before Members of this Institution, to state that they can only to a very limited degree tend to mitigate the existing depression.

The agriculture of this country is suffering from low prices and nothing else—from the absence of a reasonable profit over and above the cost of production. This is the case as regards almost every class of agricultural produce, but it is pre-eminently the case as regards the growth of wheat, which is essential to a great extent in England as a mere matter of farming. I go further, and aver that without a proper breadth under wheat the productive capacities of the soil are only imperfectly utilised, and vast numbers of persons are deprived of their natural right to employment in developing to the full the resources of the soil. Furthermore, I maintain that the extent to which this country is now dependent upon the foreigner for the one article of food which is absolutely necessary to human subsistence, must fill every true patriot with forebodings as to what may happen under circumstances not very difficult to realise. Diminish the area under cereals, and the life of the village—the acknowledged unit of our national existence

—languishes, through the ebbing away or the scarcity of labour; country shopkeepers and provincial tradesmen no longer, by constantly replenishing their stores, create trade for the manufacturer, and the latter for the capitalist; while the workmen of the towns, already suffering from the diminished demand for their employers' commodities, find their circumstances still more straitened by a large immigration of cheap labour from those country districts from which the evil originates. The whole tendency of the abandonment of a form of cultivation which employs a large amount of labour for one in which it is reduced to a minimum, is to disorganise all the conditions upon which the happiness and prosperity of the people, as a whole, depend, and I cannot therefore acquiesce so complacently as some do in the present tendency to substitute pastoral for arable husbandry. Land alone possesses creative power; and the ceasing to create—that is, to force a multiple return from the reluctant hand of nature—is, in my opinion, the sure forerunner of pauperism. I am not to be comforted by economic abstractions. We, who are as able as most men to measure the gravity of the crisis, know how serious are the evils with which agriculture is menaced. We, who know better than most men what is the meaning of the destruction of an agricultural system and the total obliteration of an agricultural class—the slow growth of generations,—are not so much disposed as some to look askance at the only means of enabling the British farmer to weather his present difficulties. It may be that a temporary application of the remedy I have advocated before the Royal Commission and elsewhere (and alone am responsible for enunciating here) is all that will be necessary; but, in face of the fact that neither prophets, professors, nor Royal Commissions are able to offer us consolations of hope, we are entitled to ask whether an exceptional state of things, which threatens the very existence of

one of the largest interests in this country, does not call for an exceptional remedy. I have faith that the good sense of the country will ultimately come round to this view of the case.

In conclusion, permit me to point out that, because bread is at the present moment lower in price than has been known for 120 years, it does not necessarily follow that it is "cheap." Cheapness is a comparative term only. Without remunerative employment, or in the absence of private means, everything is dear. If low-priced bread means non-employment of labour on the soil, and the absence of full time in our hives of industry, it is dear at any price. If labour is at a premium, the soil fully developed, manufactures busy, and the times of 10 years since return, bread will be cheap even at a considerable advance on the present price. This question, is, in my opinion, a national and not a political one, and should be so looked at. Admitting we cannot grow sufficient wheat for our population, it surely cannot be other than wise and prudent so to legislate that we grow the largest quantity possible, and become dependent upon extraneous sources for a minimum rather than for all we require. The vital importance of the subject I offer as an apology for having occupied so much of your time.

Mr. T. HUSKINSON (Past-President), in proposing a vote of thanks, said he thought it would be the unanimous opinion of the Meeting that the Institution owed a very great debt of obligation to THE PRESIDENT for the care and thought he had bestowed on the many subjects embraced in his Address. In a large gathering such as he saw before him, if views varied as to some of the questions touched on by THE PRESIDENT, there could be but one opinion as to the ability which he had displayed.

Some of the topics dealt with by THE PRESIDENT would, he understood, form the subject of discussion during the

coming Session, when every sort of opinion respecting them would find opportunity of expression.

It was a great advantage to be placed in possession of the mature opinions of a gentleman whose experience was so large and practical as that of THE PRESIDENT. Coming from such a source they could not fail to carry very considerable weight, and he was sure he was expressing the unanimous opinion of the Meeting when he asked the Members present to accord THE PRESIDENT a hearty vote of thanks for his very excellent and valuable Address.

Mr. J. SHIRESS WILL, Q.C., M.P. (Associate), said he considered it an honour to second the vote of thanks. He had listened with the greatest interest to the Address of THE PRESIDENT, and, though he had the misfortune to differ from him on political questions, he was sincere when he offered the Members his cordial congratulations on having found in Mr. BEADEL a worthy successor to the eminent Past-Presidents whose names adorned the wall of that Hall.

He heartily endorsed all that THE PRESIDENT had said with reference to the younger Members, and re-echoed his wish that they would come forward and take their part in the discussions on the Papers read in that room. THE PRESIDENT had given them most ample material for reflection. He supposed it was one of the attributes of a President of the Institution to be Argus-eyed—a quality that THE PRESIDENT had certainly displayed that evening, for what subject that had any legitimate bearing on the question of land had he omitted from his Paper?

He felt peculiar pleasure in seconding the motion made by Mr. HUSKINSON.

The vote of thanks having been put and carried unanimously, and THE PRESIDENT having briefly responded, the Meeting then adjourned.

EXTRAORDINARY TITHE AND THE REDEMPTION ACT OF 1886.

BY J. W. WILLIS BUND (ASSOCIATE).

*Read at the Ordinary General Meeting of THE SURVEYORS' INSTITUTION,
Monday, November 22nd, 1886.*

WILLIAM JAMES BEADEL, M.P. (PRESIDENT), IN THE CHAIR.

ONE result of the agricultural depression, and by no means the least important, is the prominence which the question of tithes has assumed. It is most likely that the agitation against tithes is merely a means to an end, and that end not the relief of the tithe-payer. With this or with the general question I do not propose to deal—that will be done more ably than I could hope to do in the next Paper. I propose to limit myself to the portion of the question that the Act of this year has dealt with, and to consider if that Act does or does not offer a fair and equitable basis for the final settlement of the tithe question. I venture to think that it has introduced principles that at least require a careful con-

EXTRAORDINARY TITHE REDEMPTION ACT, 1886.

49 & 50 VIC., c. 54.

An Act to amend the Tithe Commutation Acts as to Extraordinary Tithe Rent-charge on hop grounds, orchards, fruit plantations, and market gardens, and to provide for fixing the capital value thereof and the redemption of the same.

[25th June, 1886.]

PREAMBLE.

Whereas by the Acts relating to the commutation of tithes in England and Wales power is given to impose an extraordinary charge and an additional rent-charge by way of extraordinary charge (both which charges are hereinafter included under the expression "extra-

sideration, and that the precedent it has established for the redemption of tithe is one that should be fully discussed before it is extended, the more so as the Bill was what is technically termed "rushed through Parliament" on the eve of a general election, to satisfy a local grievance. It by no means follows that because such was the case that therefore the measure must be bad, but it does follow that it should receive careful consideration before it is accepted as a starting-point for new legislation. I propose first to trace the statutory history of extraordinary tithes, and then to refer to the new mode of redeeming them.

By the Statute 6 and 7 Will. IV., c. 71, sec. 40, it was provided "that, in case any of the lands in a parish should
 " be hop-grounds, orchards, or gardens, and notice should be
 " given by the *owner* thereof to the commissioners or assistant-commissioner acting in that behalf that the tithe thereof
 " should be separately valued, the commissioners or assistant-commissioner should estimate the value of the tithe thereof
 " according to the average rate of composition for the tithe
 " of hops, fruit, or garden produce respectively during seven
 " years preceding Christmas 1835 within a district to be
 " assigned in each case by the commissioners or assistant-

ordinary charge") on hop grounds, orchards, fruit plantations, and market gardens:

And whereas the extraordinary charge levied under these Acts is an impediment to agriculture, and it is expedient that the same be limited in manner hereinafter appearing, and that power be given to redeem the same in the manner and upon the terms hereinafter mentioned:

Be it therefore enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. From the date of the passing of this Act no extraordinary charge shall be charged or levied under the Tithe Commutation Acts on any hop ground, orchard, fruit plantation, or market garden, newly cultivated as such after the passing of this Act.

2. The Land Commissioners for England, hereinafter referred to as "the Commissioners," shall as soon as may be after the passing of this

“ commissioner, and estimating the same as chargeable to
 “ all parliamentary, parochial, county, and other rates,
 “ charges, and assessments to which the said tithes were
 “ liable, and should add the value so estimated to the value
 “ of the other tithes of the parish ascertained as aforesaid.”

This section bears out the view of Mr. DARBY, given before the Committee of 1873,* that the extraordinary hop-charge was introduced into the Act, not in the interest of the tithe-owner, but of the tithe-payer, and it is the person for whose benefit the alteration from the original scheme was made who has lately been protesting against the injustice the alteration has done to him.

The 42nd section of the same Act provides that the sum charged on hop-grounds and market-gardens should be divided into two parts, the ordinary and the extraordinary, the extraordinary being at a rate per acre. If lands within the district ceased to be cultivated as hop-ground or market-gardens, then the extraordinary charge should cease on the 31st December following the change of cultivation, and the land should thenceforth only be liable to the ordinary

Act ascertain in each parish in England and Wales and certify the capital value of the extraordinary charge on each farm, or where not a farm on each parcel of land, in respect of which the said charge is payable at the date of the passing of this Act.

3. For the purpose of estimating the capital value of the said charge the Commissioners shall take into consideration the net annual value of the same after allowing for the expenses of collection, rates, taxes (except income tax) and other outgoings, the value of the land subject to the said charge, the length of time during which the said charge has been paid, the prospect of the continuance or discontinuance of the special cultivation in respect of which the said charge is imposed, the right of the cultivator to discontinue such special cultivation at any time and thereby to cause the suspension of the said charge, the prospect of the substitution of other land on the same farm for such cultivation, notwithstanding the provisions of the first section of this Act, and any other special circumstances applicable to the farm or parcel

* Minutes of Evidence taken before the Select Committee on the Tithe Commutation Acts Amendment Bill, 1873, No. 250, p. 18.

charge; while if lands were afterwards newly cultivated as hop-ground and market-garden they should be charged with an additional rent-charge per acre equal to the extraordinary charge per acre as hop-ground and market-garden in that district. A proviso to the section declares that no additional amount shall be charged for the first year of cultivation, and only half for the second year. A further proviso declares, if the land lies outside a district for which an extraordinary charge for hops and market-garden shall have been distinguished at the time of the commutation, any person interested at the time of the new cultivation may apply to the commissioners for an extraordinary charge.

Under this section difficulties have arisen. If there was an extraordinary charge fixed for a district, then as soon as land was cultivated as hop-ground or market-garden it became liable; if outside a district, then as soon as any land was so cultivated application could be made to fix an extraordinary charge. Was the section of universal application? The meaning was much discussed in the well-known case of *Walsh v. Trimmer* (L. R., 2 E. & I., App. 208). There the appellant was Vicar of Binstead, a parish in which, at the time of the commutation in 1841,

of land under consideration, and shall, if so advised or requested, hear evidence on behalf of the landowner, the tithe-payer, and the tithe-owner. The Commissioners shall then determine and certify under their seal the capital value of the said charge, and the value so certified shall, for the purposes of this Act, be the capital value of the charge: Provided that where the tithe-owner is absolutely entitled to the charge in fee simple in possession, or is empowered to dispose thereof absolutely, or to give an absolute discharge for the capital value thereof, the Commissioners may, on the joint application of the tithe-owner, the tithe-payer, and the landowner, or of the tithe-owner and the landowner in cases where the last-named is also the tithe-payer, certify such amount as may be agreed on between them to be the capital value of the charge included in such application.

4. (1) Subject to the provisions of this Act with respect to the redemption of charges, land in respect of which at the date of the passing of this Act extraordinary charge is payable shall, so soon as the

out of the 4,886 acres it comprised, 136 were cultivated as hops and 828 acres were uninclosed waste. The tithe other than the tithe of hops was commuted at £209, and the hop-tithe was commuted into a fixed sum of £1 per acre, thus making the total £209 plus £136 = £345. No ordinary tithe was apportioned on the waste land. In 1854 the waste land was inclosed. In 1855 the respondent began to cultivate part of the waste land with hops. The appellant claimed the extraordinary charge of £1 per acre in respect of such hops. The Queen's Bench held he was entitled to it, the Exchequer Chamber held he was not, on the ground that as no tithe was payable in respect of the waste land at the time of the commutation, the 42nd section did not apply, for the tithe on the waste had not been commuted under the Act, and no part of the £209 being payable in respect of this land, could not be charged with *additional* rent-charge. But the House of Lords reversed the judgment, holding that, as the tithes over the whole parish were commuted, the waste lands were lands of which the tithe had been *commuted*, although no tithe had been *apportioned* in respect of them, and as they had been commuted the 42nd section applied, and the land became liable to the extraordinary tithe. The

capital value of the said charge shall have been certified under the provisions of this Act, be charged with the payment of an annual rent-charge equal to four per centum on such capital value, in lieu of the extraordinary charge which shall cease on the half-yearly day of payment thereof which shall immediately precede the date of the said certificate, such rent-charge to be a charge upon the particular farm or parcel of land in respect of which the same has been assessed.

(2) Provided that the Commissioners may from time to time, if they think fit, on application by or on behalf of any person interested in land so charged, by order under their seal exonerate from the charge the whole or any part of that land, and may, if necessary substitute other land for the land so exonerated, provided that the value of the land charged with the payment of the rent-charge shall be in their opinion equal to at least three times the capital value of the rent-charge and that such land is held under the same title, and subject to the same limitations as the land so exonerated.

result of this decision seems to be that in any parish where an extraordinary tithe was fixed, any land, whether liable to tithe or not, if cultivated as hop-ground or market-garden, becomes liable to such tithe.

There does not appear to be any decision on the point, in a parish where no extraordinary charge was fixed at the time of the commutation, whether if an extraordinary charge was subsequently fixed it would apply to all land that was after the date at which it was fixed cultivated as hop-ground or market-garden: or, in other words, whether *Trimmer v. Walsh* is limited to cases where the extraordinary charge was fixed at the time of the commutation. The Act of 1860, 23 & 24 Vict., c. 93, would seem to raise a doubt on this point.

The original Act of William IV. had been confined to hop-grounds and market-gardens; the 2 and 3 Vict., c. 62, secs. 26 and 27, in effect extended the provisions of the extraordinary charge to orchards and fruit-plantations, and Section 29 provided, if there was a mixed plantation of fruit and hops, the land should be only liable to one extraordinary charge, but that charge should be the highest tithe of the two for the time being.

In 1860, by the 23 and 24 Vict., c. 93, sec. 42, it was

(3) The rent-charge shall be payable half-yearly on the days on which the extraordinary charge in the parish has hitherto been payable, and the first payment thereof shall be made on the one of the said two days which shall first occur after the capital value shall have been certified as aforesaid, the first payment to be a full half-yearly payment. The rent-charge shall have priority over all existing and future estates, interests and incumbrances whatever.

(4) The rent-charge shall be payable to the person who would but for this Act have been for the time being entitled to receive the extraordinary charge, and shall be held on the trusts and subject to the provisions and conditions (if any) applicable to that charge.

(5) If default is made in payment of any instalment of the rent-charge it may be recovered by action in Her Majesty's High Court of Justice, or a county court, or in the same way that rent-charge in lieu of ordinary tithe is recoverable and subject to like conditions, or by entry upon and perception of the rents and profits of the land subject

provided that whenever the commissioners were requested to charge additional rent-charge on any hop-ground or market-garden, newly cultivated as such, in a district where no extraordinary charge had been already fixed, the commissioners might declare the lands in the parish a district within which extraordinary charge should be payable; in other words, the extraordinary charge was to apply to the whole parish, not only to the particular land, the reason being that before the Act each time a new hop-ground was planted it had become necessary to make a new application to the Tithe Commissioners to fix the extraordinary tithe upon it.* By Section 43 power was given to the tithe-owner entitled to an extraordinary charge to enter on the land and measure hop-grounds and market-gardens.

This was the last Act giving increased power in respect of extraordinary tithe. Tithe-payers became aware that this extraordinary tithe, whose insertion they had obtained in the Tithe Acts, was not so much to their advantage as they expected. An agitation arose in 1870 with respect to the extraordinary tithe in the case of market-gardens. This agitation sprang out of an attempt to impose an extra-

to such rent-charge. The said rent-charge shall not be subject to any parochial, county, or other rate, charge, or assessment.

5. (1) The owner of or any person interested in any land subject either to an extraordinary charge or to a rent-charge substituted therefor under this Act may at any time redeem the charge in manner by this section provided.

(2) Where the person entitled to the charge is the incumbent of a benefice, the owner or any person interested in the land may pay the amount of the capital value of the extraordinary charge to the Governors of Queen Anne's Bounty (the receipt of whose treasurer shall be a sufficient discharge for the same), to be held or applied for the benefit of the incumbent for the time being, as if the same were money paid in redemption of ordinary rent-charge.

(3) Where the person entitled to the charge is absolutely entitled thereto in fee simple in possession, or is empowered to dispose thereof absolutely, or to give an absolute discharge for the capital value thereof,

* Committee of 1873, p. 19.

ordinary tithe on a Cornish parish (Gulval), and it was used by the market-gardeners near the Metropolis to prevent the extension of this tithe where, as in Plumstead, a district had been already applied for. When the facts came to be investigated before a Select Committee of the House of Commons in 1873, it appeared that, however great the hardship might be in individual cases, it was of no very great extent, for the number of cases in which extraordinary tithe in respect of market-gardens had been applied for were very few indeed—some seven in all.* Parliament, however, determined to stop the market-garden agitation at once, and by the Act of 1873 (36 and 37 Vict.) c. 42 provided, Section 1, that so much of the sections and powers as provides for the charges of additional rent-charge by way of extraordinary charge on market-gardens, newly cultivated as such, shall extend and apply only to a parish in which an extraordinary charge for market-gardens was distinguished at the time of the commutation. The result was that for market-gardens there could be no extraordinary charge imposed, except in places where an extraordinary charge had been fixed for market-gardens at the original commutation in 1835, and this was a very exceptional case.

the owner of or any person interested in the land may, after giving one month's notice to the person entitled to the charge, pay or tender to him the amount of the capital value of the extraordinary charge or any less sum which may be agreed on.

(4) In any other case the owner of or any person interested in the land may pay the amount of the capital value of the extraordinary charge into the Bank of England, to be placed to the account of the Paymaster-General, in the matter of the landowner and the tithe-owner (naming them), and in the matter of this Act; and the money so paid shall be applicable to the like purposes and may be dealt with in like manner as if it were money paid into the bank under the Tithe Commutation Acts.

(5) On proof to the Commissioners that payment or tender has been made as by this section provided in respect of any extraordinary charge

* Committee of 1873, p. 18.

The rule as to hops still remained, and as from bad years and bad prices hops did not bring in the same return as formerly (when, as was stated by Mr. DARBY, the gross produce per acre* was £90 and the tithe 10s., it did not so much matter); but when the gross produce per acre became a vanishing quantity, cultivators looking round to see if they could get rid of any items of the cost of cultivation, extraordinary charge seemed the point at which the attack should be made. It pressed most heavily in Kent, Sussex, and Hampshire. In Worcestershire and Herefordshire it was the exception if an extraordinary charge had been made at the time of the commutation; and afterwards the number of applications to make new districts were not numerous. It was in Kent that the agitation began, and was continued most strongly, against the charge. It has always seemed to me a little unfair when the outcry was made in districts where an extraordinary charge had been fixed at the time of commutation, because an intending cultivator of hops knew exactly what he would have to pay per acre if he planted hops, and it was for himself to say if, having regard to the expense, it was worth his while to do so. Would it pay or not? In places where

or substituted rent-charge, they shall certify that the charge is redeemed, and that certificate shall be final and conclusive, and the land shall be thereby absolutely freed and discharged from the charge from the date of the next half-yearly payment.

6. (1) Money applicable to the purchase of land to be settled to or on any uses or trusts shall be applicable in or towards the redemption of an extraordinary charge or a rent-charge under this Act on land settled to or on the like uses or trusts.

(2) Where a person is tenant for life of land subject to an extraordinary charge or rent-charge under this Act he may borrow any money required for redemption thereof, and may charge the inheritance with repayment of the money so borrowed with interest, and the charge so created shall have the like priority as a rent-charge under this Act.

(3) Where a person is tenant for life of land subject to an extraordinary charge or rent-charge under this Act he may sell the land, or

* Committee of 1873, p. 22.

no extraordinary charge was fixed this observation does not apply, for the cultivator could not tell until the charge was applied for what it would be, and it might be worth his while to risk either the amount being fixed at a low figure or not being fixed at all.

Mr. Inderwick, in the Parliament of 1880, was the person who fought the battle for the tithe-payers. In 1886 the measure was brought in by Mr. Bolton. It was only one of four Bills on the tithe question that were submitted to the House. Their several titles were-- The Tithe Rent-charge (Extraordinary) Redemption Bill, The Tithe Rent-charge (Extraordinary) Amendment Bill, The Tithe Rent-charge Amendment Bill, and The Tithe Rent-charge Recovery Bill. All these bills were referred to a Select Committee. The one that ultimately became law was The Tithe Rent-charge (Extraordinary) Redemption Bill. This Bill, as introduced, contained some provisions that were startling in their simplicity. It may be its framers thought a new Parliament would swallow anything, but the proposal that the extraordinary charge should cease on all land on the 1st April, 1886, and that the capital value should be ascertained only on such land as was cultivated for hops and market-gardens

any part thereof, or any land settled to or on the like uses or trusts, and apply the proceeds in or towards redemption of the charge.

7. (1) Where a tenant of land subject to an extraordinary charge has before the passing of this Act contracted to pay the charge or any part thereof, he shall, whilst his tenancy subsists, be liable to pay to his landlord the rent-charge substituted for the extraordinary charge; and any sum which a tenant is so liable to pay may be recovered by the landlord as the tenant's rent is for the time being recoverable.

(2) For the purposes of this section a tenancy from year to year or a tenancy at will shall be deemed to determine at the time when it would by law become determinable if notice or warning to determine the same were given at the date of the passing of this Act.

(3) Subject as aforesaid a rent-charge under this Act shall as between landlord and tenant be payable by the landlord, any agreement to the contrary notwithstanding.

8. The Commissioners in carrying out the provisions of this Act

on the 1st day of April, 1887, was too much. For as the Bill was introduced on the 22nd January, 1886, if anyone chose to grub his hop-grounds, give his land a rest, and thereby escape for ever extraordinary tithes, he could do so. It is often said there is no magic in words, but to fix the 1st of April for the robbery (it was nothing else) of the tithe-owner for the benefit of the tithe-payer was adding insult to injury. If the Bill had passed as drawn, anyone who dug up his hop-roots before the 1st April, 1887, and planted them again on the 2nd would have been able to get rid of the extraordinary charge without paying any compensation.

With the exception that there was an amendment by Mr. STANLEY LEIGHTON, that the Land Commissioners should certify the annual, not the capital, value of the extraordinary charge, none of the amendments to the first clause were pressed to a division in the Select Committee.

In Clause 3 a proposal was made that in estimating the capital value the net *average* value, not the net annual value, should be taken into account; but this was defeated. Mr. GREGORY proposed to leave out the words, "providing that" the right of the cultivator to work the hop and market-

may require the overseers of any parish to supply such information as to the extraordinary charge (if any) in such parish as they, the said Commissioners, may consider necessary.

9. All the provisions of the Tithe Commutation Acts in relation to any award or apportionment, including power for the Commissioners to hold meetings either by an Assistant Commissioner or otherwise, and to require and hear evidence and to employ valuers and other persons, shall be applicable to proceedings under this Act.

10. All expenses incurred by the Commissioners in carrying out the provisions of this Act shall be paid by the landowners, in rateable proportion to the sum certified as the capital value on their respective lands, and shall be recoverable in like manner as the expenses of and relating to an apportionment under the Tithe Commutation Acts.

11. (1) Every certificate made by the Commissioners under this Act shall be filed in their office.

(2) An office copy of any certificate so filed shall be delivered out of

" garden should be taken into account as an element in fixing " the capital value"; but he was defeated : as was also a proposal to make the value a charge, not on the particular land, but on the whole farm. The proposal in the Bill that sec. 44 of " The Conveyancing Act, 1881," which gives the remedies for the recovery of annual sums charged on land, should not apply, was negatived, thereby placing the rent-charge on the same footing as any other sums charged on land. This was the most important amendment made in Committee.

" The Extraordinary Tithes Redemption Act, 1886 " (49 & 50 Vic., c. 54), in the form in which it became law, begins with a recital that the Act for the commutation of tithes gives power to impose an extraordinary charge, and an additional rent-charge by way of extraordinary charge, both of which charges are included in the Act under the term extraordinary charge on hop-grounds, orchards, fruit-plantations, and market-gardens; that the extraordinary charge is an impediment to agriculture, that it is expedient to limit it, and that power should be given to redeem it upon the terms in the Act mentioned. If it had said it was an impediment to hop-culture it would have been true; but it may be a question whether by discouraging the culture of

their office to any person requiring the same on payment of the proper fee, and shall be sufficient evidence of the certificate whereof it purports to be a copy.

12. When it shall appear to the Governors of Queen Anne's Bounty that the income of any benefice on which a mortgage to the said Governors exists has been diminished by the operation of this Act, it shall be lawful for the said Governors, by resolution of their board on the application of the incumbent, with the consent of the patron, to make such modifications in the conditions of such mortgage or the term fixed for the repayment of the principal secured thereby as may seem to them just and reasonable.

The date of any such resolution, the term of extension, and the altered rate of payments or of instalments, shall be endorsed on the respective mortgage deeds free of charge to the incumbent.

The application of the provisions of this Act shall not in any way invalidate the instruments of security under which loans have been

hops it did not promote agriculture, as it could not be imposed on *new* market-gardens; it was unfair to bring market-gardens into account, it was possibly done to make the onus of the tithe appear as heavy as possible. Section 1 enacts that, after the passing of the Act, no extraordinary charge shall be levied on any hop-ground, orchard, fruit-plantation, market-garden, newly cultivated after 25th June, 1886. So far it seems clear that, after June 1886, no new extraordinary tithe can be imposed; but that is subject to a question raised by the 3rd section, which implies if the newly-cultivated land is in substitution for old hop-land and old market-gardens it would still be subject to extraordinary charge.

Section 2 provides that the Land Commissioners shall, as soon as may be after the passing of the Act, ascertain and certify in each parish the capital value of the extraordinary charge on each farm or parcel of land in each parish in England and Wales, in respect of which an extraordinary charge is payable in June 1886.

Here arises the first question. Acres and acres of land in different parishes have been newly cultivated as hop-grounds,

granted by the Governors; the said provisions shall extend and apply to such instruments as if originally, fully, and expressly inserted therein.

13. Whereas under the provisions of Acts of Parliament certain fixed charges have been made on the income of benefices in receipt of extraordinary tithes in favour of other benefices or of district churches or chapelries situated within the limits of parishes of which the incumbents are in receipt of extraordinary tithes: Be it enacted that after the passing of this Act the Ecclesiastical Commissioners may make such alterations in the charges aforesaid, having in view the altered state of things created by this Act, as the said Commissioners may deem most equitable.

14. For the purposes of this Act—

“Landowner” means the person for the time being receiving the rack-rent of land, whether on his own account or as trustee for any other person, or who would so receive it if the land were let at a rack-rent:

where at the present time no extraordinary charge is levied. What will be their case? Can the tithe-owner after the passing of the Act still apply under the 42nd section of the Act of William IV. to have an extraordinary charge fixed in respect of such lands? They are not newly cultivated *after* the passing of the Act of 1886, and so will not come within the 1st section. The commissioners have no jurisdiction to certify the capital value of the charge, for their power is confined to cases where extraordinary charge is payable at the passing of the Act, which in this case it is not. It appears, therefore, that this case is not provided for by the Act, and that the tithe-owner could still, in law, in such cases apply to have an extra charge fixed, and that such charge, if fixed, could not be redeemed under this Act. Whether the tithe-owner would ever apply, or, if he applied, whether the commissioners would ever sanction the imposition of extraordinary tithe, in such case is doubtful; but it does not affect the legal right.

Section 3 provides the way in which the capital value of the charge is to be ascertained; the commissioner is to ascertain the net annual value of the charge after deducting all outgoings but income-tax, the value of the land subject to the charge, the time during which the charge has been paid, the prospect of the continuance or discontinuance of the special cultivation, the right of the cultivator to discontinue, the prospect of the substitution of other land, and any other

“Tithe-payer” means the person for the time being paying an extraordinary charge under the Tithe Commutation Acts:

“Tithe-owner” means the person for the time being receiving an extraordinary charge under the Tithe Commutation Acts, whether on his own account or as trustee for any other person, and includes any person so receiving a rent-charge substituted under this Act for an extraordinary charge:

“Person” includes a body of persons corporate or incorporate.

15. This Act may be cited as the Extraordinary Tithe Redemption Act, 1886.

spécial circumstances. He may hear evidence, and having heard it he is to certify the capital value. If the tithe-owner, tithe-payer, and landowner agree, the commissioner can certify the agreed amount as the capital value. It was said in the House of Commons that the clause was the result of a compromise, and viewed in that light, it should be considered a good piece of work, as it will prove satisfactory to no party.

This speculative way of obtaining the capital value cannot be regarded as satisfactory. The gross and net value of the charge, the time during which it has been paid, and the legal right of the cultivator to continue or discontinue the special cultivation are easily ascertained; but, having got these certain items, the commissioner is to embark on the uncertain. From what point of view is the value of the land to be ascertained, as selling, as letting, as hop-land, or as part of the farm; and if as selling, as what, agricultural or otherwise? There is no indication of the basis on which the value is to be ascertained, and it is just possible that, having no basis to go upon, different people may have different ideas as to value. Having ascertained the value of the land, the Act is silent as to what use is to be made of it. Is the capital value of the tithe to be increased or decreased in accordance with the value of the land? If the extraordinary tithe is £1 an acre, and if the letting value is 40s., is the capital value to be reduced because it is half the value of the land? It would seem to be unfair to employ such a factor in valuing the tithe. It may be that the result of the fall in the value of land may leave a very small or no margin between the value of the land and the extraordinary charge. Is the value of the charge to be therefore reduced? That hardly seems fair to the tithe-owner. Is it the value when the Act was passed or when the valuation is made? All these points seem not to have been considered, or if

considered, not to be provided for. The framers of the Act appear to have thought that the value of the land, instead of depending on a number of varying circumstances, could be ascertained from day to day like that of some stock-exchange security, by consulting the official list. Then comes a yet more difficult task—ascertaining the prospect of the continuance of the special cultivation. I have always felt the greatest respect for the wisdom of commissioners, as the legislature attributes to them a quality that in an older age men ascribed to the gods, and the gods alone—omniscience. Will anyone undertake to say what is the prospect of the cultivation of hops in this country three years hence? I could mention various cases in which it entirely depends on matters wholly collateral to the land, such as whether at that time a local bank has suspended payment or not, and, if it has not, if the farmer can still get an advance from it. In other cases it depends on whether the land is let, and, if so, to what class of tenant; in all it depends on the price of hops. In one instance—the parish of Hayes—the tithe-owner sent to the commissioners and got an extraordinary charge imposed. Within two years the hop-cultivation ceased in that parish, and that was in the time of good prices! * If the value of the land is difficult to ascertain, it is as nothing compared with the question, How long will hop-cultivation continue? and I very much doubt if there is any Member of the Institution who would even pretend to give a positive opinion on the matter. The next is a still more doubtful element—the substitution of other land for the present hop-land; for it appears by the 3rd section that, notwithstanding the 6th section, that no new charge shall be levied, the commissioners are to consider if the tithe-payer is likely to leave off growing hops for a few years and then begin again, for if he is that

* Minutes of Evidence before Select Committee 1873, p. 27.

prospect is to be taken into account. It will be rather a speculative article to value—the chance of a man grubbing his present hop-land and planting fresh at a future date.

I have dwelt on these items of value because, having regard to the latter portion of the Act, I am afraid that the landowner will hardly get fair play: capital value will be a first charge on the land, and at the present day a landowner is obliged to look sharply at the charges that are laid upon him. He cannot afford to have his liabilities increased by the introduction of speculative items. In his interest the capital value should be able to be ascertained with the same exactitude as a mathematical problem should be solved. It should not depend, as it will, very much on the individual opinion of each commissioner. They may be right but they may also be wrong, and a perpetual extra payment of £50, or even £25 a year, because “some one has blundered,” is not a pleasant contemplation for a hard-up landlord.

Section 4 provides that as soon as the capital value is certified a rent-charge equal to £4 per cent. on such value is to be paid, and the rent-charge shall be a charge on the land. The rent-charge is to be payable half-yearly, in priority to all existing and future estates, interests, and incumbrances. It is to be recoverable by action in a superior court, in the county court, or by distress or entry. This clause has certainly brought about a great change in the law. Last year (1885) an action was brought to recover tithes in the High Court of Justice, by the tithe-owners attempting to obtain a declaration that they were entitled, in priority to all other persons, to a charge on the land for the sum due for tithes, and for a sale of the lands, and that the tithe-owners might be paid out of the proceeds of sale. The attempt failed, as the Court decided that the tithes were a charge on the produce, not on the land. This would seem to be no longer law as to the extraordinary tithes; it is

now a charge on the land, and the results that will follow can hardly have been present to the legislature when they altered the law. Two passages from the judgment in this case will show some of the effects of the change:—"The person entitled to receive the rent-charge may suffer a debt to accumulate in respect of it, and then say, I am first mortgagee. I have a charge; my charge is superior to every other charge which the owner of the land can have created by mortgage or otherwise. I have a right to have the land sold for the payment of my arrears of the rent-charge." And again the Vice-Chancellor says, "If you were to sell this land now to pay for the arrears, what is to become of the future owners? How are they to get their rent-charge?" (*Bailey v. Badham*, L.R. 30 Ch. D. 84.)

These difficulties will now have to be faced. The Act has made what was a charge upon the produce a charge upon the land, and the result is that all the remedies for enforcing charges on land can now be applied to enforcing this charge. I believe it was not originally intended, for the Bill, as drawn, proposed that sec. 44 of the Conveyancing Act should not apply to the rent-charge. That was struck out in committee.

Let me take three cases.

1. An estate heavily incumbered for portions, jointure, and such like, with a very small margin for the owner. The landlord reduces the rents, and gives time to his tenants to pay. If the rent-charge is not paid the tithe-owner can sell the land for payment, and the persons interested in the estate, portions, or jointure lose a part, it may be an important part, of the security for their livelihood, for no act or default of theirs, but simply because the legislature has thought fit to alter the incidence of extraordinary tithe.

2. An estate, mortgaged some years ago for two-thirds of

its value. Depreciation in the value of land, the rent-charge gets into arrears, the owner sells, and the mortgagee finds himself deprived of a valuable part of his security.

3. A man purchases an estate and pays his money. The owner of the rent-charge sells to realise, and perhaps this sale may spoil the object for which the estate was bought.

I might go on multiplying instances of the far-reaching effect the change in the law has produced. I will only notice one other—the one mentioned by the Vice-Chancellor. How often is land to be sold for the arrears of rent-charge? It would seem there is to be no limit; the charge is a first charge upon the land, and the tithe-owner, to realise his security, can sell the same land over and over again when the rent-charge is in arrear—that is, if he can find a purchaser.

The 5th and 6th sections of the Act contain provisions for the redemption of the extraordinary charge, and it would seem that the soundest advice to give to landowners would be, Redeem the charge—that is, if you can only find the money; but in these hard times the advice may be difficult to act on.

The 7th section provides that, subject to existing tenancies, the landlord is for the future to pay the extraordinary charge in spite of any agreement between him and the tenant as to payment. Section 8 gives the commissioners power to obtain information from the overseers of any parish as to extraordinary charge. Section 9 applies the provisions of the Tithe Act to proceedings under the Act. Section 10 throws all the costs of carrying out the Act on the landowner. Section 11 provides that certificates of the value of extraordinary charge shall be filed, and anyone may obtain copies of such certificates on payment. Section 12 gives power to the Governors of Queen Anne's Bounty to modify mortgages, and 13 to the Ecclesiastical Commissioners to adjust

charges between the benefices ; 14 contains definitions, and 15 the short title of the Act.

It is to the change in the law as to the incidence of tithes that attention should be chiefly devoted. Between 1866 and 1872 the increase in hop-cultivation amounted to 7,893 acres, but only 98 of these were brought under the extraordinary charge. The total value of the extraordinary charge for hops is under £50,000, and is leviable in comparatively few places, so that the effect of this Act will most likely be small ; but it opens out the far wider question, Is the principle of this Act to be the basis on which the whole tithes of the country are to be redeemed ? The Act will be cited and used as a precedent, and the question as to whether it is fair and just becomes of vital importance when the question of ordinary tithe is considered, and every acre of land is *primâ facie* liable to that. I venture to say that it is not fair, and that no settlement of the question should be attempted on its lines. The mode in which the capital value is to be ascertained should be clearly defined ; the various items to be taken into account should be such as are of a fixed, not of a speculative, nature. If the value of the land is to be a factor, let some guide be given as to what value is meant and how it is to be arrived at. Do not let speculation as to the future of British agriculture be an item upon which the amount of the charge to be paid is to be fixed. It is not fair either to the tithe-owner or to the tithe-payer to fix the value of tithe on matters which cannot be proved and are merely individual opinions. Let the value be settled on evidence, bearing in mind that opinions of witnesses are not evidence. Having ascertained the value, it remains to consider if it is fair to change the whole principle on which tithes are based to the detriment of one party. Why should the landowner have an additional charge placed on the land ? What have the persons who have lent money

done that their securities should be prejudiced? Why are persons whose sole income consists of a jointure or annuity to have such income imperilled without their consent?

It is a matter deserving of the greatest consideration before such a step is taken. It may well be doubted whether, in the hurry of passing the Extraordinary Tithe Act, the full significance of the change was present to the minds of the legislature. The point was not mentioned either in the debate in the Commons (see *Times* Debates 2, 927), or in the Lords (*Times* Debates 1, 271, 275, 179). In the latter House a protest was made by Lord HARRIS on the whole of the expenses being thrown on the landowner, and that whether the crop was grown or not the rent-charge would have to be paid for all time. Both in the Lords and Commons protests were made on behalf of all parties—tithe-owners, landowners, tithe-payers—on the way the Bill was hurried through. There was some discussion on the mode of fixing the capital value in the Commons, but to the change in the incidence of tithes no allusion was made.

It would therefore seem to be still fairly open to discussion if the principle should or should not be adopted in dealing with the general question of tithes. It is a new and an important departure, and I thought it so well worthy of discussion by this Institution that I ventured to bring it to your notice to-night, so that on the next occasion when the tithe question is considered in Parliament it may not pass unnoticed. If the land and not the crop is to be subjected to the burden—and in the opinion of Parliament that is the fair way to settle the tithe question—the landowner has nothing to do but to submit. But before landowners are called upon to undergo a burden which will be a fixed charge for ever on their estates, let them put their case fairly and fully before Parliament, and get an express decision on the point what is the real intention of

the legislature. If Parliament thinks well to depreciate still further the value of land in England, of course it can do it; but at least landowners are entitled to ask, and have a satisfactory answer to the question, What have tithe-owners done that their position is to be so improved, what have landowners done that their position is to be made so much worse?

MR. E. P. SQUAREY (Vice-President) said he was pleased to hear this difficult question handled in such a luminous fashion, and entirely agreed with Mr. BUND that the Act had been rushed through both Houses of Parliament without due consideration. It clearly changed the basis on which the tithes were first commuted in 1836, and opened up possibilities as regards the future which called for grave and earnest deliberation.

Understanding that there were gentlemen present who were very closely identified with the Act, he desired to defer any remarks he might have to make until the next Meeting. He would therefore confine himself to proposing the very cordial vote of thanks which everyone present would feel was so eminently due to Mr. BUND for his admirable Paper.

MR. E. SMYTH (Professional Associate) having seconded the motion,

THE PRESIDENT informed the Meeting that it was thought to be the most convenient course to postpone the discussion until after the reading of Mr. RYDE's Paper at the next Meeting, so that the two Papers, which were very much akin, might be considered together.

The Meeting, however, would be glad to hear the views of some of the gentlemen who had been good enough to honour the Institution with their presence that evening.

Among them he observed one who had occupied a very important position, in the late Parliament with reference to this question, and who, he understood, was prepared to offer some remarks on the Paper.

Mr. T. H. BOLTON (Visitor) said that he was glad to respond to THE PRESIDENT's invitation and offer a few remarks on the Paper, to which he had listened with interest, although he could not altogether compliment Mr. BUND on the way in which he had dealt with the subject. If the object in view when criticising an Act of Parliament was to raise all sorts of objections and difficulties in regard to its practical working, he could quite understand the Paper. If, on the contrary, the object was to show a body of practical men how an Act of Parliament might be worked out, he failed entirely to understand it.

What was the scope and purpose of this Act? It was an Act for dealing with extraordinary tithe as it was—a terminable rent-charge,—proposing a mode by which that rent-charge should be limited in its operation, and so limited that it should be abolished. The Act endeavoured to arrive at a fair and reasonable compensation for the rights of all persons affected by the abolition. It laid down the principles upon which the compensation was to be settled and assessed, providing a machinery competent to carry out the work of compensating those who were injured.

Land that was not in special cultivation was to be at once free from liability to this impost, the reason being that it was always considered unfair to put a tax on a thing that came into existence by the expenditure of money, and thus inflict a sort of punishment on enterprise—a course altogether opposed to the spirit of the Tithe Commutation Act as well as to common sense and established principles of public policy. Having dealt with the potentiality of the impost,

the Act proceeded to deal with this tithe as it existed—by empowering the Land Commissioners to ascertain its capital value on the basis of its fair market price.

According to the learned gentleman who had read the Paper, the ascertainment of this value was almost a matter of impossibility. He was addressing a body of practical men whose business it was to arrive at the value of every description of property, and who were in the habit, when called before tribunals, of expressing their opinions on questions of value however difficult. No doubt this was a difficult property to value, but he did not at all admit that it was property which it was impossible to value. The legislature having carefully considered the many incidents connected with it and having indicated the lines upon which the valuation was to proceed, he believed it was perfectly competent for the Land Commissioners of England, with the aid of practical men such as he saw in that room, to arrive at the value of it. This was a rent-charge of so much per acre on land in special cultivation—a rent-charge which lasted as long as the special cultivation lasted, which ceased when the special cultivation ceased, and revived if and when that special cultivation revived.

The only effective point which the learned gentleman had been able to make against the Act was of the very smallest practical importance. It was this—that there might be land “newly cultivated” with hops before the Act and not in any extraordinary tithe district, and that the legal right of the tithe-owner to ask for authority to levy extraordinary tithe was not in terms abolished; that the power of the Commissioners to authorise the levying of extraordinary tithe in such a case still remained. But looking at the matter practically, would the Commissioners be likely to entertain any application for the creation of a new extra-

ordinary tithe district? Would any one be so foolish as to make such an application? He did not apprehend it, and he thought it would be found that the Act of Parliament practically covered the whole ground. If it should be found that there was any extraordinary or unexpected exceptional case which was not covered by the Act, it would be so infinitesimally small that it would be hardly worth noticing in connection with a large measure of that character.

Reverting to the question of ascertaining the capital value, Mr. BUND maintained that "the capital value" should be able to be ascertained with the same exactitude "as a mathematical problem can be solved." He would ask any practical Surveyor in the room whether valuations were capable of being arrived at "with the same exactitude as a mathematical problem"? He believed that no valuation could be made of any property that was not dependent upon opinion, judgment, and reason. He ventured to think that the legislature had laid down very clearly the lines upon which this particular class of valuation was to be made. First, the clear annual net income, or the income after deducting rates, taxes, and all outgoings, was to be ascertained, then the value of the land on which the tithe was levied; and he accepted the suggestion of the learned gentleman that the value of the tithe should bear some reasonable proportion to the value of the land. Tithe was a tenth part of the produce of the land, and the tithe rent-charge, representing a tenth part of the value of the produce, should bear a reasonable proportion to the land itself, and therefore no fictitious value should be put on extraordinary tithe in connection with its redemption. Rich, highly-cultivated, and valuable land that sometimes, and indeed most frequently, bore the heavier tithe, should bear a larger redemption price than poor, weak, and cheaply-priced land. Then, there had to be taken into account

the duration of cultivation—the length of time that the land had been in special cultivation, surely a material element—and the prospect of the continuance, or discontinuance, of that special cultivation—an element which valuers, by enlarging their views, would be able, no doubt, to take into account in dealing with this special property. Then last, though not least, the right of the cultivator to suspend the cultivation, and thus to suspend the rent-charge, would have to be regarded. In other words, extraordinary tithe was a rent-charge payable at the will of the payer—it was like a ground-rent payable in respect of a house (if one could imagine such a thing) so long as a particular business was carried on in that house, the person living in that house not being bound to carry on that particular business. The legislature intended that it should be valued as a special property, that a proportionately reasonable valuation should be put on it in reference to its special character, and, its value having been ascertained, that such value should be charged on the land. Where was the unfairness? Who should pay compensation in consequence of the relief? Why, the landowner, as a matter of course. His land was freed from the charge, and hereafter he could adjust the matter with his tenant in connection with the rent. Justly and properly Parliament had put the burden of the redemption on the landlord.

The clergy were most fearful of the effects of the Act, and they put in a clause, in case it reduced their incomes, that they should be at liberty to make arrangements with the Governors of Queen Anne's Bounty by which they could, where they had borrowed money from Queen Anne's Bounty, extend the loans and readjust charges, and where livings had been dealt with for the purpose of increasing other livings and income came out of the extraordinary tithe that there should be a readjustment. They did not antici-

pate any increase or benefit from this Act of Parliament, and he was little surprised that any note of fear should be sounded by gentlemen who were supposed, more or less, to represent the landed interests.

As to the suggestions in the Paper that the Act was unfair to mortgagees and others who had charges on the land, he might point out that they were subject to tithe, as it was. The tithe was a prior charge, and they could not get out of it. It was suggested that the landowners should pay down the redemption price. The very object of the Act was to get them to do so. The object of those who fought this question with him from the tenant-farmers' point of view was to get rid of the burden and its unfair incidence on industry, and there was no other way than by putting it on the landlord; and to contend that because a landowner had put a jointure on his property, or borrowed money, or was in straitened circumstances, he was not to pay for the redemption of the charge, was absurd. Tithe, since the commutation of 1836, was a prior charge, and must rank accordingly.

As to the allegation that the question had been "rushed," what could be more contrary to facts? A Select Committee had sat on the question, took a large amount of evidence, and made a report, and the report stated that extraordinary tithe was an impediment to agriculture hampering new cultivation, and should therefore be abolished. In the preamble of the Bill he adopted the actual language of the Select Committee over which Mr. Inderwick presided, and with which he (Mr. Bolton) had nothing to do. Then, again, the subject was discussed *ad nauseum* in Kent, Surrey, Sussex, and Hampshire, and meetings were held all over the country. When it came before the last Parliament all the members from the South of England on both sides of the House were prepared to deal with it, and knew all about



it from their constituents. The Bill which he had the honour to bring in was sent to a Select Committee over which the Judge-Advocate-General presided, and which thoroughly thrashed it out, and that Bill was adopted by the Committee. When it was brought before the House, men like the Right Hon. A. J. BERESFORD HOPE, Mr. TALBOT, and Mr. STANLEY LEIGHTON representing the clergy, had the opportunity of saying all they had to say on it. The matter was fully discussed, and divisions of the House were taken upon it and the Bill became an Act of Parliament. To talk of the Bill being "rushed through Parliament" after all that discussion was nonsense. If the Bill was "rushed through Parliament," all he had to say was, that almost every Bill that was resolutely and seriously taken in hand with a view to actual legislation was "rushed through Parliament." The truth was, the matter received the most careful and anxious consideration.

He believed the Act would work fairly and reasonably, and if practical men would only apply the common sense to valuations under it which they applied to an ordinary valuation, they would be able to work it satisfactorily. He was convinced that while, on the one hand, it might very much disappoint certain extreme people, it would, on the other hand, satisfy all reasonable-minded men who wished to see a very difficult and troublesome question settled on fair lines.

One could hardly expect a perfect measure of legislation; but, as a measure dealing in a practical way with a portion of a large subject, on general and broad principles, he ventured, in that assembly, unhesitatingly to defend the Act and its policy.

The Rev. D. LAMPLUGH (Visitor) said he was one of the clergy not in the least degree "fearful" as to the

working of the Act, and it would, perhaps, interest the Meeting to know that in his parish of Yalding, which was one of the largest, if not the largest hop-growing parish in England, there were 1,400 acres under that form of cultivation, and an extraordinary charge of 17s. an acre. During the period of his incumbency, which dated from 1882, he had heard no direct complaint whatever from any tithe-payer in his parish as to unfairness in the incidence of extraordinary tithe, except from one person, who objected to it on the ground that it was not counterbalanced by some protective duty. Further, during the passing of the Act not the least interest was taken in the subject, so far as he could judge, by anyone in his parish. Only a week ago he had called all his tithe-payers together, and found they agreed unanimously in condemning the Act; at least with abundant opportunities of expressing some approval no approval was expressed. The general feeling of those present at the meeting he referred to seemed to be this, that the Act would, practically, fine a man for his enterprise in the past. The men who had spent the most money in making their hop-lands productive were the men visited by the promoters of this measure with the heaviest penalty, while it offered a premium to others who, in the past, had invested neither skill nor capital, to come in as soon as a settlement was made, and begin to cultivate hops without a charge on their land. That, he ventured to think, was a sort of injustice which men felt to be intolerable.

Reference had been made by the previous speaker to a Select Committee of Inquiry, and it had been stated that the preamble of the Act was taken from the report of that Committee. The facts were as follows:—Mr. INDERWICK, in 1880, became very hard pressed, having, when the subject was new to him, inadvertently promised to

bring in an Extraordinary Tithe Bill of some sort. A well-known case of seeming injustice was brought under his notice; the leading men connected with the Anti-Tithe Association having represented that one of their number (Mr. ALBERT BATH) had been injured by the Act of 1860. He had grubbed some hops in Shoreham and planted them in the adjoining parish of Halstead, which had no extraordinary tithe rent-charge, and the landowner, or vicar, or somebody took advantage of Section 42 in the Act, and got the Commissioners to declare the parish of Halstead a "district," and Mr. BATH, who had been at great expense in planting, found himself in no better position than before. This was the grievance, and Mr. Inderwick promised to remedy matters. With this object in view he drafted a Bill which appeared in the columns of a Hastings paper, and was afterwards introduced into Parliament. By the first clause of this Bill he arranged that no additional rent-charge by way of extraordinary charge should be charged on hop-grounds, &c., newly cultivated as such after the passing of the Act. This clause, which corresponds with the wording of the first section of the Tithe Redemption Act of this year, was taken to mean that there was to be no more extraordinary charge except on lands which happened to be in cultivation at the date of the passing of the Act. What it really meant was that the charge was to be confined entirely to the "districts" where it already existed, as Mr. Inderwick very clearly stated in a speech which he delivered to his constituents. Mr. Inderwick was too wise to press his Bill through Parliament. He moved for a Select Committee of Inquiry, which was appointed, and on which he sat as chairman, conducting it with marked ability and impartiality, and drawing up and himself submitting a draft report. This report which the Committee adopted was very

much misunderstood. The Committee certainly did say that the extraordinary charge was an impediment to agriculture, hampering new cultivation, and ought to be abolished, and they recommended, in consequence, that no new districts should be created. This, however, was the extent of their recommendations in this direction.

Bearing this in mind he would ask to be allowed to direct attention to a very important point, the meaning of the words "newly cultivated," the first section of the Act they were discussing. He considered this section did not touch at all the cultivation within a "district," say within the parish of Yalding, or any of the other 320 parishes of Kent and Sussex which had been declared "districts." The term "newly cultivated" was a technical term as much so as the term "extraordinary charge," and its meaning must be got from the Tithe Commutation Act of 1836. It was used there in two senses—one with reference to hop-grounds *within* a "district," when it means "*cultivated anew*"; the other with reference to hop-grounds *outside* a district, when it means "cultivated for the first time since the commutation." In a "district," declared at the time of the commutation, all the lands are considered to be hop-ground *in esse* or *in posse*; hop-grounds which may *cease* to be cultivated as such or may be "newly cultivated"—*i.e.*, cultivated anew. If this meaning of the term were taken (which he would not for a moment allow) it would exclude from the operation of the Act all the land outside a district, for there was no land outside a district which was newly cultivated in the sense of being "cultivated anew." The thousands of acres in England which were open to hop-cultivation and lay outside existing "districts" would never be newly cultivated in this sense of the word, having never been cultivated before. To take that meaning would be to defeat the

policy of the Act as expressed in the Preamble, which was, to *limit* the charge. It followed, therefore, that "newly cultivated" must be taken to mean "cultivated for the first time since the commutation." This was the only meaning of the words in the Tithe Commutation Acts, and in the reports of the Tithe Commissioners when used in connection with the phrase "additional rent-charge by way of extraordinary charge." As passed by the House of Commons the first section read thus:—"no additional rent-charge by way of extraordinary charge," &c., and it read thus until it had passed the second reading in the Lords, when it was altered to its present form for some technical reason, and in no wise to defeat the intention of the Commons. Extraordinary charge was an "additional rent-charge" outside a district, but inside a district it was an additional *amount* of rent-charge, and this subtle distinction was at the bottom of the final judgment in the case of *Trimmer v. Walsh*. The Act was stated in both Houses to be the outcome of the Select Committee of 1881, which had recommended that no new "districts" should be created, but had certainly never contemplated the destruction of potential liability. Although the measure was referred to a new Select Committee this year no further evidence was taken on it, for the simple reason that there was enough evidence taken before. The report of the old Committee was considered sufficient, and the thing was passed through the Commons and the Lords on the understanding that it was based on the result of the inquiry before the Committee of 1881. It was expressly stated by Lord SUDELEY, who introduced the measure into the Lords, that it was practically the outcome of the Select Committee of 1881 and the Committee which sat this year. He (Mr. LAMPLUGH) contended that the Act by its first section merely limited the

charge to "districts" which already existed, and, if so, it did away with the idea of Mr. BOLTON that it was intended to destroy potential liability. Probably this was Mr. BOLTON's private intention. He was an advocate of a cause which he had fought with great vigour, and he (Mr. LAMPLUGH) was prepared to honour him as an able opponent, but Mr. BOLTON's private intentions were nothing to them. The Act must be judged by Parliamentary standards as an Act of Parliament. He himself believed it would involve all concerned in great difficulties, beyond even the requirements of "retributive justice," as foreshadowed by Mr. Inderwick in 1881.

In writing to the *Times* in September 1881, Mr. Inderwick explained the recommendations of the Committee, and sketched the manner in which these recommendations might be carried out, and his concluding words were:—"It was also suggested that the Government " should, upon sufficient security, make loans upon favourable " terms to owners desirous of redeeming their land from the " extraordinary charge. These provisions, if they had been " added"—(they were not)—"to those agreed to by the " Committee would, in my opinion, have gone far towards " providing a practical remedy for the grievance, otherwise it " would be necessary for parties desirous of settling this " question to consider whether the solution may not be found " in a *compulsory redemption*, within a specified time, within " the lines I have suggested, the funds necessary being " advanced by the Government to be applied to this purpose.

" A Government, of whatever party, would, probably, at " first, and without preface, object to granting loans at " small rates of interest, and the landowners of Kent and " Sussex might probably object to having a redemption of " these charges forced upon them. But the scheme would,

“ at least, have the merit of *retributive justice*, as it would
“ make Parliament to atone for the error into which it fell
“ by departing from the principles of the Act of 1836, and
“ the landowners to repair the mischief wrought by their
“ predecessors.”

The vote of thanks having been put and carried unanimously, on the motion of Mr. E. P. SQUAREY (Past-President) the discussion was adjourned to the next Meeting.

THE TITHE QUESTION : WITH SUGGESTIONS FOR THE REDEMP- TION OF THE RENT-CHARGE.

By E. RYDE (PAST-PRESIDENT).

*Read at the Ordinary General Meeting of THE SURVEYORS' INSTITUTION,
Monday, December 6th, 1886.*

WILLIAM JAMES BEADEL, M.P. (PRESIDENT), IN THE CHAIR.

UNDER ordinary circum stances some apology or explanation would be required for introducing a Paper on this subject to the notice of the Members, in view of the fact that in the year 1871 our Past-President, Mr. WILLIAM STURGE, and a Vice-President, the late Mr. JOHN OAKLEY, read very able Papers on the subject, both of which are published in Volume III. of the "Transactions" of the Institution. Moreover, as recently as Monday, the 22nd ultimo, a Paper was read by Mr. WILLIS BUND on "Extraordinary Tithe and the Redemption Act of 1886." But we are passing through a period when popular feeling sets strongly in particular directions, and just now the payment of tithe rent-charge is one of the questions which is greatly agitating the minds of tithe-payers, many of whom are more or less ignorant of the real merits of the question. Unfortunately, it accords with recent experience that parties aggrieved find their best chance of getting relief from their particular burdens in a well-directed and well-sustained public outcry against them. So loud and so well-sustained has the outcry against the payment of tithes become that it is supposed in

well-informed quarters that the question will be regarded as a burning one in the next Session of Parliament, and that the Government will be likely to take some step to remove the disaffection which exists. In the last Session of Parliament the Act about which Mr. BUND's Paper was written was, in the opinion of some, hurried through the House with the want of success which is apparent in the difference disclosed between the views of Mr. BUND, as set forth in his Paper, and the views of the gentlemen who took part in the discussion which ensued. Under these circumstances it has been felt that The Surveyors' Institution, whose Members are familiar with the subject, should at all events lay before the public the real facts of the case, and if it be possible to suggest, by way of compromise, some legislation which, while removing a popular prejudice, should promise to be conducive to the welfare of landed property, the suggestion ought to be made. It is in compliance with an expressed wish that this Paper has been prepared.

It is not, perhaps, absolutely necessary for the present purpose to go behind the Act of 1836, but it is desirable to review the whole history of the matter, that we may the better determine whether any class of men in the country have cause to be dissatisfied with the payment of tithe, or tithe rent-charge. It is just as well to see whether the impost has existed for a very long period, and whether in its origin the payment of tithes was a duty or an obligation imposed upon all classes of men from the beginning of time. It would never do to attempt anything like an exhaustive history of the subject on such an occasion as this, but a link of connection here and there, between the landowner for the time being and the recipients of tithes from time to time during the world's history, will be sufficient to establish the unbroken connection between the two. The history of tithes has been rather well preserved. It commences in

that most ancient of histories—the Bible. The Library of the Institution contains two of the best books upon the subject, one being The “*Historie of Tithes*, by J. SELDEN 1618,” the other The larger treatise concerning tithes by Sir HENRY SPELMAN. The following extract from SELDEN’s dedication of his book to Sir ROBERT COTTON appears to be very appropriate to the circumstances of the present time, and affords a very good reason for this Paper. “If the truth were
 “more sought after; so much headlong Errour, so many
 “rediculous impostures would not bee thrust on the too
 “credulous, by those which stumble on in the Rode, but
 “neuer with any care look on each side or behind them,
 “that is, those which keep their Vnderstandings alwayes
 “in a weake minoritie that euer wants the Autoritie and
 “admonition of a Tutor. For, as on the one side, it cannot
 “be doubted but that the too Studious Affectation of bare
 “and sterile antiquitie, which is nothing els but to bee
 “exceeding busie about nothing, may soon descend to a
 “dotage, so on the other, the Neglect or only vulgar regard
 “of the fruitfull and precious part of it, which giues neces-
 “sarie light to the Present in matter of State, Law, Historie,
 “and the Vnderstanding of good Autors is but preferring
 “that kind of Ignorant Infancie, which our short life alone
 “allows vs, before the many ages of former Experience and
 “Observation, which may so accumulate yeers to vs as if
 “we had liud euen from the beginning of Time.”

The investigation of the history of tithes carries us back to a period of very remote antiquity. It is not a great stretch of the imagination to say that we are carried back almost to the creation of the world, for we find in the Bible “that
 “Cain brought of the fruit of the ground an offering unto the
 “Lord. And Abel also brought of the firstlings of his flock,
 “and of the fat thereof” (Genesis iv. 3 and 4). It is true that we do not find these offerings at that time called tithe,

but the description of the offering corresponds with the tithe under the Levitical Law, and also with the tithe down to our own time in 1836 when tithe rent-charges were substituted in lieu of tithes.

But 200 years later than Cain's day, that is, about 3,800 years ago when Abram returned successfully from the battle of Dan, we are told that the King of Sodom went out to meet him, and Melchizedek, King of Salem, brought forth bread and wine, and he was a priest of the most High God. Melchizedek blessed Abram, and Abram gave Melchizedek "tithes of all." We infer that the word "all" included persons as well as goods, for Melchizedek said to Abram, Give me the persons and take back the goods to thyself. This Abram refused to do lest Melchizedek should say, I have made Abram rich. If we turn to the New Testament for an explanation of this incident, we find in St. Paul's Epistle to the Hebrews that these tithes of all given by Abram to Melchizedek were the tenth of the spoils. Here we have not only the use of the word tithe, but the exact proportion of the substance which has ruled to the present time.

In the Book of Deuteronomy we find, among other statutes and judgments which the children of Israel were commanded to observe and do, the following distinct commandment:—"Thou shalt truly tithe all the increase of thy seed that the field bringeth forth year by year, and thou shalt eat before the Lord thy God in the place which He shall choose to put His name there, the tithe of thy corn, of thy wine, and of thine oil, of the firstlings of the herd and of thy flocks, that thou mayst learn to fear the Lord thy God always."

It is scarcely necessary to labour this early portion of the history of tithes. Ample evidence exists that tithe to the extent of one-tenth of the produce was of divine origin,

and that it was given to the clergy, the Levites among the Israelites, for their services in the tabernacle of the congregation (Numbers xviii. 21). Whether or not it is desirable at this time to redeem the tithe, it is well to consider how far the command contained in the 31st verse in the 27th chapter of Leviticus is to be obeyed. The command is—"And if a man will redeem ought of his "tithes, he shall add thereto the fifth part thereof."

Coming 1,000 years nearer to our own time, and only 2,600 years ago, we find that in the reign of King HEZEKIAH the children of Israel brought in abundance the first fruits of corn, wine, and oil and honey, and of all the increase of the field, and the tithe of all things brought they in abundantly. And concerning the children of Israel and Judah that dwelt in the cities of Judah, they also brought in the tithe of oxen and sheep, and the tithe of holy things which were consecrated unto the Lord their God, and laid them by in heaps (2 Chron. xxxi. 5-6).

The words of MALACHI, written about 2,300 years ago, are rather serious in this matter. Consider what they are: "Will a man rob God? Yet ye have robbed me. But ye "say, Wherein have we robbed thee? In tithes and offerings. "Ye are cursed with a curse: for ye have robbed me, even "this whole nation. Bring ye all the tithes into the store- "house, that there may be meat in mine house, and prove "me now herewith, saith the Lord of Hosts, if I will not "open you the windows of heaven and pour you out a "blessing, that there shall not be room enough to receive it." Whether it has ever occurred to the grumblers of the present day in this period of agricultural depression that some of this depression is a little owing to the outcry against tithes, we will not now stop to inquire. The fact is, that in all countries and throughout all ages tithes have been paid; and coming down to our own country and approaching a

period a little nearer our own time, we find that in the year 940 EDMUND King of England, in a great synod or council held in London, enacted among other things a law that a church rent of corn or first fruits of corn ywerly, in those times should be payable at St. Martin's Day to the church.

In the year 1000 a council or court of Parliament was held by King ETHELRED, in which, by the advice of his two archbishops, the king made laws about tithes. They are written partly in Latin and partly in Saxon, and in our day are a little difficult to make out. This is quite clear, that they provide that a tithe of young cattell is to be paid at Whitsuntide and the fruits of the earth at All Hallows, and they sum up the whole with the request, "Let every man pay his tithes justly."

In the year 1042 the copy of the Laws of EDWARD the Confessor, which were afterwards confirmed by WILLIAM the Conqueror, "hath this for tithes":—"Out of all corn, the tenth sheaf is given to God and is therefore to be paid, and if any man has a stud of mares let him give the tenth foal. He who has only one or two (mares) let him give for each foal a penny. In like manner he who has many cows (let him give) the tenth calf. He who has only one or two let him give a halfpenny for each calf. He who has made cheese let him give the tenth to God, but if he has not made cheese (let him give) the tenth day's milk. In like manner the tenth lamb, the tenth fleece, the tenth (part of) butter, the tenth pig. Of bees, in like manner, the tenth part of the produce. Moreover of woods, meadows, waters, mills, parks, warrens, fishings, coppices, orchards, and negotiations (trades), and all things which the Lord hath given."

WILLIAM the Conqueror confirmed this law in the fourth year of his reign; HENRY I. confirmed it in 1100; HENRY

II., in the twenty-sixth year of his reign ; HENRY III., in the ninth year of his reign, by Royal Charter.

After a time certain benefices became appropriated to a particular succession of Churchmen—abbots, priors, deans, prebends, and the like—and the tithes with which they were endowed were called appropriations of tithes. The Act of the 27th Hen., cap. 28 (1535), suppressed 376 of the lesser monasteries, and the Act 31 Hen. 8, cap. 13 (1539), dissolved 500 larger ones, and this last-mentioned Act gave the appropriations of tithes with which they were endowed expressly to the King, who from time to time made infeudations of the same into lay hands and henceforth the *lay impropiator* came into existence. Hence arises the fact that only three-fifths of the tithe rent-charges of England and Wales belong to parochial incumbents.

The payment of tithes in England and Wales continued to be made in kind down to the period when they were commuted into a rent-charge under the Act of 1836. Some lands had become tithe-free ; others were subject to what was called *a modus*, which was an adopted payment in lieu of tithe. A large number of grass-lands were subject to *a modus*, and this evidently had arisen from the fact that it was very difficult for the owner of tithes to have the tenth part of a crop of grass and convert it profitably into hay. It is quite necessary to bear this fact in mind, because in some of the many letters which have appeared in the public press, some of them written by learned men, it has been assumed that tithe-payers, at least, have one real grievance, in the fact that the tithe rent-charge is unequally levied on different lands in the same parish of the same quality. One learned Queen's counsel, who is also a member of the legislature, addressing his constituents, said that it was obviously a grievance that the owner of land on one side of a hedge should pay a heavy tithe rent-charge

when the owner of the land on the other side of the hedge paid scarcely any at all. In such a case, the land upon which there is a heavy rent-charge was in 1836 subject to tithe in kind, while the other land was only subject to a customary modus. But the payment of tithe rent-charge is simply a payment of so much rent, and the tenant has no grievance, because if one piece of land is subject to a rent-charge of 5*s.* an acre, and another piece is free from rent-charge, it is obvious that the rent may be expected to be higher by 5*s.* an acre in the one case than in the other, and if it is not, the fault is entirely with the tenant.

When the tithes were taken in kind the farmers were obliged to set aside the tenth sheaf of corn, the tenth cock of hay, the tenth pail of milk, the tenth calf, the tenth pig, the tenth egg, and, in fact, the tenth portion of all their produce, and the tithe-owner had to collect and house these tenth portions at considerable expense and much inconvenience, so that in very many parishes it was a very common thing for the tithe-owner to make a composition with the occupiers of land. The process of taking tithe in kind brought the clergyman into conflict with the members of his congregation, and led to much bickering and quarrelling. Nothing can be conceived more irritating or more expensive than this procedure, and it was to remedy this state of things that the Tithe Commutation Act of 1836 was passed. That Act is intituled "An Act for the Commutation of Tithes in England and Wales." It is dated the 13th of August, 1836 (6 & 7 William IV., cap. 71), and it was the first of eleven successive Acts relating to the same subject.

Under this Act three Commissioners were appointed, two of whom were nominated by one of the principal Secretaries of State, and the other by the Archbishop of Canterbury. The Commissioners appointed Assistant Commissioners, and

they had also a secretary and an assistant secretary, and such clerks as they deemed necessary. Most of the duties of the Commissioners were delegated to Assistant Commissioners except the confirmation of agreements or awards fixing the total amount of tithe payable in any parish, and except the performance of any act requiring the common seal of the Commissioners.

By the 14th & 15th of Victoria, chapter 53, the powers and duties of the Tithe Commissioners, so far as they remained unexercised, were transferred to the Enclosure Commissioners.

The scheme of the Act of 1836 was to leave the tithe-owners and landowners to take the initiative in the proceedings for commuting the tithes until the first of October, 1838. Landowners and tithe-owners were authorised to arrive at provisional agreements for the commutation of tithes, provided the owners of two-thirds of the rateable value of the land subject to tithe were parties to the agreement. The agreement was subject to confirmation by the Commissioners, and, where the tithe belonged to any ecclesiastical person, to the approval of the bishop of the diocese, and of the patron appointing to the benefice. After the making of the agreement fixing the amount of tithes payable for the whole parish, valuers were appointed by the landowners to apportion the total amount of rent-charge among the several titheable lands in the parish. The principle according to which the apportionment was made was sometimes agreed upon at the meeting at which the valuers were appointed, but if no principle were then agreed the appointment was made according to the average titheable produce and productive quality of the land (Section 33).

After the 1st day of October, 1838, the Commissioners proceeded, in such time and in such order as to them seemed fit, either by themselves or by some Assistant Commissioner,

to ascertain the total sum to be paid by way of rent-charge, instead of the tithes, of every parish in English and Wales in which no agreement binding upon the whole parish had been made and confirmed as aforesaid.

Under Section 37 of the Act the Commissioners, or some Assistant Commissioner, proceeded to ascertain the clear average value (after making all just deductions on account of the expenses of collecting, preparing for sale, and marketing, where such tithes had been taken in kind) of the tithes of the said parish, according to the average of seven years preceding Christmas 1835. If during the said period of seven years or any part thereof, the said tithes or any part thereof had been compounded for, or demised to the owner or occupier of any of the said lands, in consideration of any rent or payment instead of tithes, the amount of such composition or rent or sum agreed to be paid instead of tithes was taken as the clear value of the tithes included in such composition, demise, or agreement, during the time for which the same had been made; and the Commissioners or Assistant Commissioners awarded the average annual value of the said seven years so ascertained, to be paid as a permanent commutation of the said tithes.

Whenever it appeared to the Commissioners that the party entitled to any such rent or composition had, in any one or more of the said seven years, allowed and made any abatement from the amount of such rent or composition, on the ground of the same having in any such year or years been higher than the sum fairly payable by way of composition for the tithe, but not otherwise, then, and in every such case, such diminished amount, after making such abatement as aforesaid, was taken to have been the sum agreed to be paid for any such year or years. In estimating the value of the said tithes the Commissioners or Assistant Commissioner made no deductions therefrom on account of

any parliamentary, parochial, county, and other rates, charges, and assessments to which the said tithes were liable; and whenever the said tithes had been demised or compounded for on the principle of the rent or composition being paid free from all such rates, charges, and assessments, or any part thereof, the said Commissioners or Assistant Commissioner had regard to that circumstance, and made such an addition on account thereof as was deemed to be an equivalent.

Under Section 38 of the Act of 1836 the Commissioners, on the application of persons interested, departed, within certain limits, from the principle of calculation laid down in Section 37, where it appeared that the average value so arrived at was not a fair basis for a permanent commutation, and under Section 39, in cases reserved for separate adjudication (under Section 38), the Commissioners had regard to the average rate which was awarded in respect of lands of the like description and similarly situated in the neighbouring parishes.

The group of sections in the Act of 1836, the working of which has given rise to the greatest dissatisfaction and ill-feeling between tithe-owners and tithe-payers, at the present day, are those which relate to that which is commonly called "extraordinary tithe." The Surveyors' Institution, as such, knows nothing of party politics; but if it did, it is submitted that the consideration of "extraordinary tithe" has, if properly understood, nothing whatever to do with party politics. In connection with the Bill of last Session, there were but two questions to be answered:—

(1) Whether the provisions relating to "extraordinary tithe" were, at the time they became law, fair and just?

(2) Whether it was desirable in 1886 to amend those provisions?

It can hardly be doubted that much of the ill-feeling aroused by the agitation relating to extraordinary tithe

springs from a confusion of these two questions. To answer them, we must inquire what are the provisions of the Act of 1836, and to what circumstances did they apply when passed, and to what do they apply now?

The sections in question (Sects. 40, 41, and 42 of the Act of 1836) are as follows:—

“40. Be it enacted that, in case any of the lands in
 “ the parish shall be hop-grounds, orchards, or gardens,
 “ and notice shall be given by the owner thereof to the
 “ Commissioners or Assistant Commissioner acting in that
 “ behalf, that the tithes thereof should be separately
 “ valued, the Commissioners or Assistant Commissioner shall
 “ estimate the value of the tithes thereof according to the
 “ average rate of composition for the tithes of hops, fruit,
 “ and garden produce respectively, during seven years prece-
 “ ding Christmas 1835, within a district to be assigned in
 “ each case by the Commissioners or Assistant Commissioner,
 “ and estimating the same as chargeable to all parliamentary,
 “ parochial, county, and other rates, charges, and assessments
 “ to which the said tithes are liable, and shall add the
 “ value so estimated to the value of the other tithes of the
 “ parish ascertained as aforesaid.”

“41. And be it enacted that in case any of the lands in
 “ the parish shall be coppices, and notice shall be given by
 “ the owner thereof, or by the owner of the tithes thereof, to
 “ the Commissioners or Assistant Commissioner acting in that
 “ behalf, that the tithes thereof should be separately valued,
 “ the Commissioners or Assistant Commissioner shall estimate
 “ the value of the tithes thereof, with a due regard to the
 “ average value, estimated according to the best of their
 “ judgment, of coppice wood of the same kind cut during the
 “ said period of seven years in that parish and the neighbour-
 “ ing parishes, estimating the same as chargeable to all
 parliamentary, parochial, county, and other rates, charges,

“ and assessments to which the said tithes are liable, and shall
 “ add the clear value of the tithes so estimated to the value of
 “ the other tithes of the parish ascertained as aforesaid.”

[Then follows a provision that the Commissioners are to lay down rules for the guidance of the Assistant Commissioners in making valuations under Section 41.]

“ 42. And be it enacted that the amount which shall be
 “ charged by any such apportionment as hereinafter provided
 “ upon any hop-grounds or market-gardens in any district, so
 “ to be assigned, shall be distinguished into two parts, which
 “ shall be called the ordinary charge and the extraordinary
 “ charge, and the extraordinary charge shall be a rate per
 “ imperial acre, and so in proportion for less quantities of
 “ ground, according to the discretion of the valuers or
 “ Commissioners, or Assistant Commissioner, by whom the
 “ apportionment shall be made as aforesaid; and all lands
 “ whereof the tithes shall have been commuted under this
 “ Act, and which shall cease to be cultivated as hop-grounds
 “ or market-gardens, at any time after such commutation, shall
 “ be charged after the 31st day of December next following
 “ such change of cultivation only with the ordinary charge
 “ upon such lands; and all lands in any such district, the
 “ tithes whereof shall have been commuted under this Act,
 “ and which shall be newly cultivated as hop-grounds or
 “ market-gardens, at any time after such commutation, shall
 “ be charged with an additional amount of rent-charge per
 “ imperial acre equal to the extraordinary charge per acre
 “ upon hop-grounds or market-gardens respectively in that
 “ district: Provided always that no such additional amount
 “ shall be charged or payable during the first year, and half
 “ only of such additional amount during the second year of
 “ such new cultivation, and an additional rent-charge by way
 “ of extraordinary charge upon hop-grounds and market-
 “ gardens, newly cultivated as such beyond the limits of every

“ district in which any extraordinary charge for hop-grounds
 “ or market-gardens respectively shall have been distinguished
 “ as aforesaid at the time of the commutation, shall be
 “ charged by the Commissioners at the time of such new
 “ cultivation, upon the request of any person interested
 “ therein, if such new cultivation shall have taken place
 “ during the continuance of the Commission of the said
 “ Commissioners, and after the expiration of the Commission
 “ shall be charged in such manner and by such authority as
 “ Parliament shall direct, and shall be payable and recover-
 “ able in like manner and subject to the same incidents in
 “ all respects as an extraordinary charge charged upon any
 “ hop-grounds or market-gardens at the time of the com-
 “ mutation.”

It is convenient to refer here to Sections 26-29 of the
 Amendment Act of 1839 (2 & 3 Viet., c. 62), which in
 effect extend the provisions of Section 42 of the Act of 1836
 relating to the change of cultivation of hop-grounds and
 market-gardens, to the change of cultivation of orchards or
 fruit-plantations. The sections are as follows:—

“ 26. *Provision for dividing the tithe of fruit-plantations*
 “ *in certain cases.* And be it enacted that in case any of
 “ the lands in a parish the tithes whereof shall be in
 “ course of commutation under the provisions of the first
 “ recited Act shall be orchards or fruit-plantations, and
 “ notice in writing under the hands of any of the owners
 “ thereof whose interest therein shall not be less than two-
 “ thirds of the whole of the orchards and fruit-plantations
 “ in such parish, shall be given to the valuers or Commis-
 “ sioners or Assistant Commissioner by whom any appor-
 “ tionment provided for by the said Act shall be made, at
 “ any time before the draft of such apportionment shall be
 “ framed, that the tithes thereof should be distinguished
 “ into two parts, the amount which shall be charged by

“ any such apportionment upon the several orchards and
 “ fruit-plantations in such parish shall be distinguished
 “ into two parts accordingly, and the same shall be called
 “ the ordinary charge and the extraordinary fruit-charge ;
 “ and the extraordinary charge shall be a rate per imperial
 “ acre, and so in proportion for less quantities of ground
 “ according to the discretion of the valuers or Commis-
 “ sioners or Assistant Commissioner by whom such appor-
 “ tionment shall be made as aforesaid.”

“ 27. *Newly-cultivated fruit-plantations to be charged an*
additional sum. And be it enacted, that all lands the
 “ tithes whereof shall have been commuted under the said
 “ Act, which shall be situate within the limits of any parish
 “ in which an extraordinary fruit-charge shall have been
 “ distinguished as aforesaid at the time of commutation, and
 “ which shall be newly cultivated as orchards or fruit-plan-
 “ tations at any time after such commutation, shall be charged
 “ with an additional amount of rent-charge per imperial
 “ acre equal to the extraordinary fruit-charge per acre in that
 “ parish : Provided always, that no such additional amount
 “ shall be charged in respect of any plantation of apples,
 “ pears, plums, cherries, and filberts, or of any one or more of
 “ those fruits, during the first five years, and half only of
 “ such additional amount during each of the next succeeding
 “ five years of such new cultivation thereof ; and that no
 “ such additional amount shall be charged in respect of any
 “ plantation of gooseberries, currants, and raspberries, or of
 “ any one or more of those fruits during the first two years,
 “ and half only of such additional amount during each of
 “ the next succeeding two years of such new cultivation
 “ thereof ; and that no such additional amount shall be
 “ charged in respect of any mixed plantation of apples, pears,
 “ plums, cherries, or filberts, and of gooseberries, currants, or
 “ raspberries during the first three years, and half only

“ of such additional amount during each of the next succeeding three years of such new cultivation thereof.”

“ 28. *Fruit-plantations when displanted to be relieved from additional charge.* And be it enacted, that all lands, the tithes whereof shall have been commuted as aforesaid, which shall be situated within the limits of any parish in which an extraordinary fruit-charge shall have been distinguished as aforesaid, and which shall cease to be cultivated as orchards or fruit-plantations at any time after such commutation, shall be charged, after the thirty-first day of December next following such change of cultivation, only with the ordinary charge upon such lands.”

“ 29. *Provisions for mixed plantations of hops and fruit.* Provided also, and be it enacted, that in case any lands within the limits of a parish in which an extraordinary fruit-charge shall have been distinguished as aforesaid shall have been or shall at any time be planted with fruit, and also with hops, the same shall, during the continuance of such mixed plantation of hops and fruit, be liable to the extraordinary hop-charge only, or to the extraordinary fruit-charge only, payable in respect of the same lands, not to both those charges; and that the extraordinary charge to which the lands so planted shall be liable shall be the higher of the two for the time being.”

Section 33 of the Act of 1839 enables the parties to a parochial agreement to assign a district for fixing an extraordinary charge, whereas under the Act of 1836 this was matter for special apportionment by the Commissioners. The following is the section:—

“ 33. *Provision for giving effect to parochial agreements, and proceedings thereon in certain cases of extraordinary charge.* And be it enacted and declared, that the provisions of the said first-recited Act for distinguishing rent-charges apportioned upon lands cultivated as hop-grounds

“ into two parts, and for relieving lands from and subjecting
 “ the same to an extraordinary charge when ceased to be
 “ cultivated, and when newly cultivated as such respectively,
 “ shall be held to extend to parochial agreements already
 “ or hereafter made, and to the proceedings consequent
 “ thereupon, and to the lands discharged from tithes by
 “ virtue thereof; and that every such agreement and pro-
 “ ceeding, whereby any district has been, or shall be,
 “ assigned for establishing or distinguishing into two parts
 “ any rent-charge in respect of lands cultivated as aforesaid,
 “ shall be deemed valid, operative, and effectual for all the
 “ purposes of the said recited Acts and of this Act, and
 “ that every district assigned by virtue thereof shall be
 “ deemed a district duly assigned, and every rent-charge
 “ created thereby a valid rent-charge for the like purposes.”

Returning to the work of the Commissioners under the Act of 1836, where (Sec. 43) any of the lands in a parish during any part of the period of 7 years preceding Christmas in the year 1835, had been exempted from payment of tithes by reason of having been enclosed under any Act of Parliament, or converted from barren heath or waste ground, or by reason of being glebe lands, or of having been heretofore parcel of the possessions of any privileged order, upon notice given to the Commissioners, they estimated the tithes according to the average value of lands of the like description and quality in that parish and the neighbouring parishes, or as near thereto as the circumstances of each case required.

Pursuant to Section 44, if any modus or composition, real or prescriptive, or customary payment were payable instead of the tithes of any of the lands or produce thereof in a parish, the Commissioners in such case estimated the amount of such modus, composition, or payment as the value of the tithes payable in respect of such lands.

Under Section 45, the Commissioners heard and determined disputes as to the right to any tithes, as to the existence of any modus or composition, or any claim for exemption from, or non-liability to, tithes: subject to an appeal where the yearly value of the payment in question exceeded £20, by the trial of an issue in the courts of law; or where any decision of the Commissioners involved a question of law only, the Commissioners, at the request of the person dissatisfied, stated a case for the opinion of the courts of law (Sect. 46).

Finally, after the decision of all suits and differences, if any, the Commissioners framed, under Section 50 of the Act of 1836, the draft of an award declaring that the sum ascertained and estimated as the total value of all the tithes of the parish, should be the amount of the rent-charge to be paid in respect of such tithes. Such draft set forth all the lands of the parish subject to tithes, and also whether any modus or composition was payable instead of any tithes, and which lands or tithes were covered thereby. It also set forth which of the tithes, moduses, &c., were payable to the tithe-owner, or to each of the tithe-owners if more than one, distinguishing in what right such tithe-owner was entitled: and it also set forth whether any and what lands were exempt (see Sections 50 and 51). The award of the Commissioners, in fact, took the place of the agreement which the tithe-payers and tithe-owners might have come to, under the earlier clauses of the Act, with this one exception, that whereas under an agreement (by Section 29) any quantity not exceeding in the whole 20 acres of land might have been given to any ecclesiastical owner by way of commutation of the whole or part of the great or small tithes of the parish, the Commissioners were expressly forbidden (by Section 50) to award lands.

The draft award, when made, was deposited for in-

spection at some convenient place in the parish, and the Commissioners, after giving public notice, held a meeting for hearing objections to the award by any person interested therein, and after the objections had been heard and determined, and after any necessary amendments had been made, the award was confirmed, and the confirmation published (Sections 51 and 52 of the Act of 1836).

Every confirmed award was, by the Act of 1836 (Section 52), binding on all persons interested in the lands or tithes. But by an Amendment Act of 1839 (2 & 3 Vict., c. 62, s. 8), power was given to the Commissioners to make a supplemental award if it should appear to them at any time before the confirmation of the *apportionment* (not the confirmation of the award) that, by reason of fraud or error, the original award would be unjust, or that a different award would, but for such fraud or error, have been made.

As soon as the award had been confirmed, the Commissioners, as directed by the Act of 1836 (Section 53), summoned a parochial meeting for the appointment of valuers, whose duty it was to apportion the total amount of rent-charge, payable by the whole parish, amongst the several lands in that parish, in the same manner as if the valuers had been appointed under a parochial agreement.

The apportionment shows the name or description, and the true or estimated quantity, in statute measure, of the several lands to be comprised in the apportionment, the names and descriptions of the several proprietors and occupiers thereof, and whether the several lands were then cultivated as arable, meadow, or pasture land, or as woodland, common land, or howsoever otherwise, and refers by a number set against the description of such lands to a map or plan; and the apportionment also states the amount charged upon the several lands, and to whom and in what right the same were respectively payable (Sect. 55).

This Act of Parliament might have been made to produce a perfectly accurate Domesday Book.

In awards made prior to the year 1840, under the provisions of Sect. 58 of the Act of 1836, the rent-charge intended to be charged upon the lands of any landowner, might be, at his request, apportioned specially upon the several closes or portions of such lands, or according to an acreable rate or rates upon lands of different quality, to the exclusion of such of them as the landowner and titheowner might agree upon. By Sect. 21 of an Amendment Act of 1840 (3 & 4 Vict., c. 15), unless the majority in value of the landowners requested the Commissioners to omit it, the apportionment must distinguish the amount of rent-charge payable in respect of the several closes.

The apportionment, as soon as made, was deposited, and the Commissioners held a meeting for hearing objections to it by any person interested therein, and, after determining the objections, if necessary, amended the apportionment (Sect. 61).

At any time before the confirmation of the apportionment, a landowner might agree with any ecclesiastical person for giving land in lieu of rent-charge; provided that no such ecclesiastical person could take or hold more than twenty acres of land in the whole, in the same parish; and the consent of the patron, the approval of the bishop, and confirmation by the Commissioners was necessary for every such agreement (Sect. 62, referring to Sects. 26, 27, 28).

After all these proceedings the apportionment was engrossed on parchment with the map annexed, and was confirmed under the hands and seal of the Commissioners (Sect. 63). Two copies of every apportionment were sealed. One was deposited in the registry of the diocese, and the other was deposited with the incumbent and church or chapel wardens for the time being, or such other fit persons

as the Commissioners might approve, to be kept by them and their successors in office with the public books and papers of the parish (Sect. 64).

From the 1st January next following the confirmation of every such apportionment the lands of the parish (with certain exceptions which need not now be specified) were absolutely discharged from the payment of all tithes, and instead thereof there became payable a sum of money equal in value (according to the prices ascertained by the then next preceding advertisement in the "London Gazette") to the quantity of wheat, barley, and oats respectively mentioned in the apportionment, such payment to be in the nature of a rent-charge issuing out of the lands, payable half-yearly on the 1st January and the 1st July in every year. The rent-charge was to be recoverable by distress and entry, and no person was to be personally liable for it. After every 1st January the sum of money payable in respect of the rent-charge should vary so as always to consist of the price of the same number of bushels and decimal parts of a bushel of wheat, barley, and oats respectively according to the prices ascertained by the then next preceding advertisement (Sect. 67). Where lands were given in lieu of rent-charge, the lands in the parish were (on the 1st January next following the confirmation of the agreement) absolutely free from tithes and rent-charge (Sect. 68).

The rent-charge thus created remained subject to the same incumbrance and incidents as tithe before the Act of 1836: it was subject to all parliamentary, parochial, and other rates, which were to be assessed upon the occupier of the lands out of which the rent-charge issued (Sec. 69); and any occupying tenant paying such rates might deduct the amount from his next payment of rent; and any landlord or owner in possession might deduct the amount paid from the rent-charge. The owner of the rent-charge had the same rights

as to inspection, &c., of the assessment, and as to appealing against it, as any other ratepayer in the case of poor-rates, although the rate might be charged upon the occupier, and the owner of the rent-charge might not be mentioned by name in such assessment (Sects. 70 and 71).

By a special proviso in Sect. 71 of the Act of 1836, the rent-charge was not to merge in any estate of which the person for the time being entitled to such rent-charge might be possessed in the lands subject to the rent-charge: that is, if the owner of the rent-charge and the owner of the land were one and the same person, although the landowner could not pay himself the rent-charge, if the land and the rent-charge afterwards became vested in different persons, the rent-charge at once became payable. It was provided, however, that any tenant in fee-simple or fee-tail of any rent-charge might, by a deed or declaration under his hand and seal, to be confirmed by the Commissioners, merge and extinguish the rent-charge in the freehold of the lands. By a later Act of 1838 (1 & 2 Vic., c. 64) this power of merging the rent-charge was extended to persons having a power of appointment.

The first Tithe Commutation Amendment Act, passed in 1837 (1 Vict., c. 69), was a short one, and dealt with one or two details which hardly require special notice. By Sections 2 and 3, the Commissioners were authorised to determine the boundaries of any district of which the tithes were to be commuted. Section 7 enacts "that the prices at which the " conversion from money into corn is to be made at the time " of the confirmation of each apportionment, according to " the provisions of the said Act (of 1836), are 7*s.* 0 $\frac{1}{4}$ *d.* for " a bushel of wheat, 3*s.* 11 $\frac{1}{2}$ *d.* for a bushel of barley, and " 2*s.* 9*d.* for a bushel of oats."

The next Tithe Commutation Amendment Act, passed in 1838 (1 & 2 Vict., c. 64), was also very short, and dealt

with the provisions for merger of rent-charge in land, as already stated.

The greater part of the Amendment Act of 1839 consists of provisions which merely supply omissions or defects in the machinery of the earlier Acts, which it would be too tedious to refer to particularly ; one section, for instance, enables the Commissioners to adjourn a meeting by a written notice, without attendance at the meeting (Sect. 25). The sections relating to extraordinary charge arising out of orchards or fruit-plantations have been above noticed.

In 1840 another Amendment Act was passed (3 & 4 Vict., c. 15). The greater part of it was intended to obviate difficulties in working the machinery of the Act of 1836. Provision is made for enabling landowners to put an end to payments of tithes in kind, before the confirmation of the apportionment by the Commissioners, on giving security for the rent-charge about to be fixed. This suggests that the work to be undertaken by the Commissioners proved a more lengthy business than was anticipated, or that the machinery of the Acts did not work swiftly enough to please everybody. Nothing in the Act of 1840 is worthy of special notice except, perhaps, the provision of Sections 25 and 26, from which it is evident that many instances had occurred in which tithes had not been taken, during the seven years of average prescribed by the Act of 1836, of gardens, lawns, &c., of small extent ; or tithes had not been during the same seven years demanded of tenements by reason of their small extent or the small amount of the tithes ; and where these gardens, tenements, &c., had been passed over and left out of calculation in fixing the total amount of tithes due from the parish in the parochial agreement or award : yet when the apportionment, which had (so to speak) to hit everything came to be made, a rent-charge was imposed upon these gardens, tenements, &c. The effect of this would be to hurt

both tithe-payer and tithe-owner (since the latter would have greater difficulty in collection). To obviate this the Commissioners were empowered to order that no rent-charge should be imposed on the small holdings, or, if an apportionment had been made, to direct a new apportionment, which should free the small tenements from payment of rent-charge. (These two sections use the words "holdings" and "tenements" apparently in the same sense; though, if so, it is difficult to see why the same word should not have been used.)

The year 1841 is remarkable in that it is the first year since 1836 in which *no* Act was passed amending the Tithe Commutation Acts.

In 1842 another Amendment Act was passed (5 & 6 Vict., c. 54), which, however, requires very little notice. It gave powers to the Commissioners for defining and settling glebe-lands, and for authorising exchanges (Sect. 5). It also gave them powers to authorise agreements, already entered into, but illegal at the time they were made, for giving land in exchange for tithes: by Section 7 the Commissioners were enabled to confirm such agreements, and (if necessary) to give a rent-charge in addition to the land already given. In case, where "any spiritual person" should have died or vacated his benefice, after incurring expenses in contesting points in the commutation of his tithes (the benefit of which was reaped by his successors), power was given to the Commissioners to charge such expenses on the benefices (Sect. 8). Most of these enactments are the outcome of the recommendations of the Commissioners in their report to Parliament for the year 1842.

Another Amendment Act was passed in 1846 (9 & 10 Vict., c. 73) which by Sect. 1 enacts that, "Where under
 " . . . to be paid instead of the tithes of any parish shall

“not exceed the sum of £15, and shall not have been apportioned or the apportionment shall not have been confirmed, the owners of the land chargeable” may redeem, on payment of “a sum of money *not less than twenty-four times the amount of such rent-charge.*” By Sect. 2, on payment of the money, the Commissioners are to certify that the parish is discharged of tithes.

By Sect. 31 of the Amendment Act of 1860, the Commissioners were enabled, under similar circumstances (*without* the consent of the owner of the land or of the rent-charge), to “direct that a rent-charge under £15 should be redeemed on payment of a sum equal to *twenty-four times the amount of the rent-charge.*”

Section 3 of the Act of 1846 enacts that, “Where any rent-charge or portion of rent-charge has been or shall have been (by reason of error as to boundary or otherwise) charged on lands not within the parish in respect of the tithes of which the aggregate rent-charge (the apportionment of which shall have been so confirmed) was agreed or awarded to be paid, such rent-charge so charged on lands not within the parish shall be redeemable on payment by the owners of the lands charged with the residue of such aggregate rent-charge, or any of them, at a sum of money *equal to twenty-four times the amount of the rent-charge hereby made redeemable.*” And the Commissioners were authorised (before directing a new apportionment to correct the old one) to give notice that the rent-charge wrongly apportioned might be redeemed; and (by Sect. 4) after such redemption the rest of the apportionment was to remain valid.

By Sect. 33 of the Act of 1860, the Commissioners were, in similar cases, authorised, on the application of the owner of the lands wrongly charged, and *without* the consent of any owner of land in the parish, the rent-charge of which had

been wrongly apportioned, to *direct* that the rent-charge might be redeemed by owners of the lands charged with the residue of the rent-charge by the apportionment in question, on payment of a sum equal to *twenty-five times the amount of the rent-charge* wrongly apportioned.

Sect. 1 of the Act of 1846, it will be remembered, was limited in its operation to cases where the apportionment had not been confirmed. By Sect. 5, separate rent-charges on the lands of any owner, not exceeding 20s. in amount, might be redeemed *at any time* at the option of the landowner, with the consent of the tithe-owner, on payment of a sum of money *not less than twenty-four times the amount of the rent-charge*. But no redemption under this section was to extinguish or affect any extraordinary rent-charge which would become payable in respect of such land upon any change of the cultivation thereof.

Section 8 enacts that the consideration-money for redemption "under the Act" payable to any spiritual person in respect of "his benefice or cure shall be paid to the "Governors of Queen Anne's Bounty," and shall be "applied "and disposed of by them as money in their hands appropriated for the augmentation of such benefice or cure "should by law, and under the rules of the said Governors, "be applied and disposed of."

The rest of the Act consists almost entirely of regulations as to procedure and machinery, &c.—*e.g.*, provisions as to payment to persons under disability.

A very short Act was passed in 1847 (10 & 11 Vict., c. 104), which enacted that instruments of apportionment might be corrected if the Commissioners were satisfied that any lands had been improperly included or charged in or by the apportionment. These provisions were supplemental to Section 8 of the Act of 1839 (which enabled the Commissioners to make a supplemental award in cases of fraud

or error), and Section 66 of the Act of 1836, which made the confirmed apportionment final.

No other Amendment Acts were passed till the Act of 1860 (23 & 24 Vict., c. 93), under which the Commissioners were enabled to convert corn-rents payable under local Acts into tithe rent-charge. Section 12 of this Act must be regarded as a step in the wrong direction: it provided that where, through the removal of fences, it became difficult to distinguish land subject to tithe rent-charge from land free from rent-charge, the Commissioners might, with the consent of the owner of the lands, spread the rent-charge over the whole of the lands, both free from and subject to tithes, if they were freehold or entailed lands held under the same title.

By the Act of 1860 (Sections 18 to 20) power was given to convert into a rent-charge tithes commuted for a sum or rate per head of stock or cattle turned on land subject to common rights, to apportion a gross rent-charge on gated or stinted pastures, to commute a rent-charge on common lands for a part of such lands, or to redeem it.

By Section 32 of the Act of 1860, whenever lands should become divided for building or other purposes into numerous plots, so that no further apportionment of the rent-charge could conveniently be made, the Commissioners might, on application of any one owner of the lands, without the consent of the other owners, and without the consent of the tithe-owner, order that the rent-charge should be redeemed on payment of a sum equal to 25 times the amount of the rent-charge; and by Section 5 of the Act of 1878 the Commissioners might in similar cases, *upon the application of the owner of the rent-charge*, direct that the rent-charge should be redeemed on payment of a sum *not less than twenty-five times the amount of such rent-charge*.

Section 42 of the Act of 1860 enacted that where the

Commissioners were requested under the previous Acts "to charge an additional rent-charge by way of extraordinary charge upon any hop-grounds or market-gardens newly cultivated *beyond* the limits of any district for which an extraordinary charge should have been already distinguished," the Commissioners might declare the lands in the parish (in which such newly-cultivated hop-grounds or market-gardens were situated) a district within which the extraordinary charge should be payable. But by Section 1 of the Amendment Act of 1873 "So much of the sections" [relating especially to market-gardens in the Tithe Commutation Acts] "as provide for the charging of an additional rent-charge by way of extraordinary charge on market-gardens newly cultivated as such, shall extend and apply only to a parish in which an extraordinary charge for market-gardens was distinguished at the time of commutation." By Section 2, the Act was not to apply where an award of additional rent-charge had been made and confirmed, or where an application was made to the Commissioners to charge an additional rent-charge by way of extraordinary charge upon newly-cultivated market-gardens, before the then present Session of Parliament.

The Act of 1873 was obviously passed in consequence of the decision of the Court of Common Pleas in 1871, in the case of *Russell v. The Tithe Commissioners* (L. R., 6 C. P. 596), where it was held that the Commissioners had power, under Sections 41 and 42 of the Act of 1836, to create a new district, and to improve an extraordinary rent-charge upon lands newly cultivated as hop-grounds or market-gardens *in a parish in which no district had been assigned at the time of the original commutation*. The lands in question in that case were market-gardens at Plumstead; and, though the decision affected hop-grounds as well, the Act of 1873 protects market-gardens only.

Tithes having been commuted and the rent-charges having been fixed and apportioned under the Act of 1836, and its several amendment Acts, can anybody doubt the wisdom of Mr. STURGE's observation, as printed in Vol. III. of the "Transactions," on page 176, that the operation "has been very beneficial, both in a moral and economical point of view. The clergy have been rendered more independent of their flocks, and are no longer brought into collision with them in ascertaining the amount of their dues. The influence of the clergy has greatly increased, and ecclesiastical property has been placed upon a much sounder basis.

"If the tithe-owner has lost his share in any increased produce of the land resulting from the increased science, skill, and capital applied to its cultivation since the commutation was effected, he has reaped the advantage of a more certain and regular income, free from the odium and unpopularity of tithes, and the risk, expense, and uncertainty attending their collection.

"Nor are the good effects of the commutation confined to the tithe-owner. The landowner and occupier have also participated in them. The landowner is no longer in uncertainty in ascertaining the charges upon his land, and he can therefore estimate its value for sale or letting with greater accuracy than he could under the tithe system. He is already a gainer in rent of the value of the tithe on the greatly-increased produce of the land caused by the improved systems of cultivation since the commutation was effected. He can break up inferior pastures and convert them to arable without being liable to a doubled charge for tithes, and he can expend his money in permanent improvements, and calculate with certainty on the return.

"The occupier feels that he no longer has to pay an increased charge in proportion to his capital, labour, and

“ skill. He hires his farm with the full knowledge of the
 “ amount of the rent-charge, subject only to the fluctuations
 “ of the septennial averages of the price of corn, and he
 “ regards it as a charge upon the land which he would have
 “ to pay his landlord in the shape of rent, if his farm were
 “ free from the impost. He can, therefore, calculate with
 “ certainty the gross rent he will have to pay, and make his
 “ bargain accordingly. He is no longer harassed with an
 “ annual valuation of his crops to settle his composition for
 “ tithe, and with the threat of taking in kind if he does not
 “ agree to the tithe-owner’s terms. In short, the change
 “ may truly be said to have proved alike beneficial to the
 “ tithe-owner, the landowner, and the occupier.”

The late Mr. JOHN OAKLEY, another Past-President of the Institution, sums up the matter on page 196 of Volume III. of the “Transactions” as follows:—“To the
 “ tithe-owner the advantages have been great. He has
 “ been relieved from the burden of collecting the tithes in
 “ kind, or from making arrangements which were, in most
 “ cases, the cause of ill-feeling and litigation, and instead
 “ of an uncertain income (which might be seriously affected
 “ by a slight change in cultivation) he has a fixed one, easy
 “ of collection, and varying only with the price of corn, and
 “ made a first charge on the land itself. On the other hand,
 “ he is precluded from any increase in the value of his
 “ property by reason of improved cultivation, but as he does
 “ not contribute to such improvements, this does not appear
 “ to be unreasonable.

“ Any hardship arising from an almost fixed rent-charge,
 “ which does not increase rateably with the value of land,
 “ might be obviated by increased facilities being given to
 “ tithe-owners to sell their rent-charges, preference of
 “ purchase being given to the landowner, out of whose lands
 “ the rent-charge issues, and for enabling ecclesiastical

“ owners and those having limited interests to re-invest the
 “ purchase-money in land.

“ To the landowner and occupier the advantages are,
 “ that they are relieved from the trouble of setting out the
 “ tithe of their crops and produce before dealing with the
 “ bulk ; they can deal with their crops and produce in the
 “ most advantageous way, without any restriction, and can
 “ adopt any mode of cultivation without finding themselves
 “ liable to an increased charge in the way of tithe. In
 “ addition to this, both landlord and tenant can improve the
 “ land by drainage, manuring, and in other ways, without
 “ feeling that the results of such outlay become taxed with
 “ the payment of tithe to one who has contributed nothing
 “ towards such results.”

Only fifteen years have passed since so deep-thinking a man as Mr. STURGE, and so practical a man as Mr. JOHN OAKLEY, wrote the words which have been quoted, yet so great a wave of popular agitation and feeling has in the interim set in against the payment of tithe rent-charge that the question has become a burning political one upon which all classes of men are communicating their views to the public press. Some are clamouring for a deduction of 25 per cent. in their payments to the parochial incumbents ; not merely 25 per cent. below the rent-charge at par, but 25 per cent. off the 90 per cent. which represents the present value of the rent-charge, the 10 per cent. being the fair reduction due to the difference in the price of corn for the last seven years, as compared with the price of corn from 1828 to 1835. Some correspondents in the daily papers refer only to parochial incumbents, and overlook altogether the lay-impropriators, most of whom have purchased their rent-charge, and are clearly entitled to the income which they have paid for. They have a good title under the Act of 1836, which ratified arrangements between the then tithe-owners and

tithe-payers, by which both expected to be gainers, and, in fact, have been so. But whether the bargain made in 1836, or soon after, was good or bad, it was one to which both parties then agreed, and upon which both have acted for nearly 50 years. No one has gone quite so far as to say that the bargain was unjust and ought to be cancelled. The tithe-payer is in distress and agitates for relief. He forgets that if the price of corn should rise the rent-charge would not immediately follow it, owing to the average upon which it is calculated, and he does not allude to the fact that in 1868, when the rent-charge was only worth £100 13s., the actual value, if taken upon the price of corn of that one year, would have been £125. A fluctuating corn rent-charge was adopted in preference to a fixed money payment, after much consideration and discussion, and the period of seven years for the average was also deemed the best. The aggregate payments of a series of years must come to the same thing in the end whatever period may be taken. It is only the incidence of the payment which is affected.

The popular prejudice against the payment of tithe rent-charge being deep-seated and wide-spread, it is suggested that the time has arrived when a wise and liberal measure of redemption is highly desirable in the interests of all parties. In considering a scheme of redemption the Members of the Institution must, of necessity, take a broad and practical view of large figures. The scheme now submitted to them is based upon (1) the cumulative power of money at compound interest when regularly invested by annual payments, (2) the difference in borrowing power between the security afforded by the Government of the country and that afforded by the tithe rent-charge, and (3) the creation of a necessity for lending or investing coterminously with the creation of a necessity for borrowing to precisely the same extent. I have several times communicated my

views to the Members of the Institution in a general way, without going into detail. I did so in my Opening Address to the Institution, as President, on the 8th November, 1880. I then hinted that the tithe rent-charge should be redeemed, and stated that the landowners would have to pay 25 years' purchase for it; that they would have to borrow the purchase-money from the Government at 4 per cent. interest, and would have to continue the payment of that interest for a period of about 40 years, when it would cease. In my Opening Address, as first President under the Charter, I referred to the same subject. My present proposal does not much depart from my former suggestions. I simply condescend, to-night, to a few more details. I have, during the last five years, canvassed the views of men eminently well qualified to influence public opinion, and I see no difficulty in adjusting every difference of opinion which has been communicated to me.

The first and most important objection that has been made is that, at the present time, no tithe rent-charge, *per se*, is worth so much as 25 years' purchase. Many go so far as to say it is not worth 20 years' purchase, and the fact must be admitted. The second objection of importance is that, in all the legislation which has taken place in connection with redemption, the entire rent-charge has been dealt with at 25 years' purchase, without reference to the fact that the tithe-owner has to pay rates upon his rent-charge, and has generally to pay commission to an agent for collecting it, or, if he does without an agent, he has to incur considerable expense in collecting the rent-charge himself. The validity of this objection is fully admitted.

The third objection is made on behalf of the parochial incumbents, who say that if you redeem their rent-charge they will have great difficulty in making a greater income of the money than 3 per cent.; that, therefore, they will be

considerable losers by redemption, and that they are not in a position to suffer that loss. This objection is too true.

The fourth objection which has been made is that, to carry out this large operation with the assistance of the Government credit would be to reduce the value of the Government credit in the eyes of the world. This objection is not admitted.

The above four objections cover for the most part the whole of the objections to the scheme. I ought to add that I have had a large number of approvals, and that the approvals very largely outweigh the objections. But it is not necessary to refer to the approvals, especially as I hope I see the way to satisfy all objections.

Dealing first with the objection as to the value of the rent-charge. It will place it out of the power either of the tithe-owner or the landowner to object to the price paid for the rent-charge if the same rate of interest which is represented by the purchase-money is charged to the landowner for the loan. For instance, supposing the price to be paid for a rent-charge of £100 a year to be 20 years' purchase, or £2,000, it is proposed to charge the landowner during the continuance of the loan 5 per cent.—that is, £100 a year—interest upon the principal. The landowner will pay £100 a year interest instead of £100 a year rent-charge, for a period not exceeding 50 years, after which time there will be nothing to pay. He will derive an immediate benefit from the fact that in lieu of a fluctuating rent-charge he will have a fixed and terminable one. He will have acquired the exchange upon a 5 per cent. calculation, whereas, eventually, it will become to him a 3 per cent. property. That will be accomplished in this way. In any estimate of the saleable value of his land, the amount of net rent is that which is capitalised. We were accustomed a few years ago to capitalise agricultural rents at as high a

rate sometimes as 40 years' purchase. Those good old times have probably passed away, and 30 years' purchase is, perhaps, the highest rate that will rule for some time to come. A farm worth, say, £600 a year, but subject to £100 a year tithe rent-charge, is only of the value of £500 a year net. This at 30 years' purchase is £15,000. When the tithe rent-charge is removed the net value will be £600 a year, and the capital value £18,000. The increase in value being £3,000, the price which it is proposed to charge for this increase is £2,000. There is, therefore, a gain to the landowner of £1,000 in capital value without any payment for it.

That is not the only gain which the landowner will make. His land will daily become more valuable as time passes by. Assume, for example, that 25 years hence the farm worth £600 a year is in the market. If no redemption of tithe rent-charge takes place in the meantime, it will probably remain of the value of £15,000 as already suggested. But supposing that the redemption has taken place and 25 years have been worked off the loan, the farm will then be subject to a charge of £100 a year for some 20 years only, and the reversion to that extra £100 a year of net income after 20 years will be worth at that time some 13 years' purchase. The value of the land will continue to increase in anticipation of its being freed from the rent-charge, and after a few years have passed away that increase will become very material.

With regard to the second objection. It has always been a part of my plan, in speaking of a rent-charge, to speak of the net rent-charge which goes into the owner's pocket, and I think it perfectly fair that any redemption scheme should be based on the assumption that the rent-charge will, in the first instance, be reduced to the extent of 5 per cent., which is in most cases the smallest amount that can be

attributed to the cost of collecting it. In addition to this, I propose to reduce it by the amount of actual payment of rates and taxes, and in fixing what that actual amount is, I emphatically state that it is the amount at which the tithe rent-charge can be assessed under the existing law, and not the amount at which it may be assessed in parishes where the rating is too low. No honest objection can be taken to this proposal.

The third objection on behalf of the parochial incumbents is one which must be faced, and the way in which it is proposed to deal with that, is that, in every purchase of tithe rent-charge from a parochial incumbent, and that will extend to about three-fifths of the entire tithe rent-charges, the purchase-money shall be augmented in the form of an additional endowment to an extent which will bring the purchase-money up to $28\frac{1}{2}$ years' purchase. How this is to be done will appear more fully a little further on. This augmentation will give to the parochial incumbent a net and certain income of £86 a year in lieu of his present uncertain income of £100 a year. Moreover, it will be an income which will be paid to him quarterly, on the days on which it is due, the collection of which will not bring him in contact with any of his parishioners. He will be a great gainer by the change of security, and must accordingly accept the compromise.

With reference to the fourth objection, concerning the credit of the Government, it must be borne in mind that, although I shall presently talk of very large sums of money, I am really proposing to carry out this redemption without the use of money, because the scheme creates exactly the same necessity for investing as it creates for borrowing. It assumes that the Government of the country borrows large sums of money at 3 per cent. interest, but it also assumes that the Government borrows of the parties to

whom the money is to be paid by the issue of a tithe rent-charge stock, who as parties under disability have to reinvest at a rate of 3 per cent. Moreover, the same statute which would create the borrowing power transfers the whole of the annual tithe rent-charges to the Government as security for the interest, an amount largely in excess of the amount of annual interest. Furthermore, by the scheme the wealth of the country is augmented daily, for, whereas at the present time land is subject to a tithe rent-charge, at the end of the period allotted for working out the scheme the land will be free from tithe rent-charge, and of some 20 per cent. greater value. We shall also have at the end of the scheme not only the land made of the value which land and tithe rent-charge together now possess, but we shall have in addition to that seventy-five millions of pounds sterling created by the thrift enforced by the Redemption Act. The wealth of the country will therefore obviously be increased, and the increase will commence at the payment of the first sinking fund, and will proceed, increment upon increment, as sinking funds accumulate.

Coming now, by way of illustration, to approximate figures. The total value of the tithe rent-charge, as commuted and apportioned, is, in round figures, £4,000,000 per annum and upwards. I cannot deal with actual figures because small redemptions have taken place from time to time which may have reduced the amount to the round figure of £4,000,000. Of this round figure about three-fifths, or £2,400,000, is in the possession of parochial incumbents, the remaining two-fifths being in the hands of impropiators.

It is proposed, in the first place, to reduce this £4,000,000 to £3,800,000 by deducting from it 5 per cent. for the cost of collecting. In the next place it is proposed to take from it £400,000, being the difference, in round figures, between

the value of the rent-charge in 1886 and the commuted rent-charge in 1836. This is done on the supposition that the average price of corn for any seven years in the future will not approximate more closely to the average price of the years 1828 to 1835, upon which the rent-charge was originally based, than 90 per cent. There is great fear that the average price will be less than that figure, but in a measure, which can only be regarded as a compromise on all hands, it would be quite fair to deal with the rent-charge at 90 per cent. of the original amount. This brings the total rent-charge to £3,400,000, and it is very reasonable to assume that the rates and taxes will take off the odd £400,000, and leave a net round figure of £3,000,000 per annum as the approximate measure of the rent-charge to be dealt with.

It is proposed to redeem this £3,000,000 at the price of 20 years' purchase, or £60,000,000, but it is proposed to borrow the sum of £75,000,000 (being the amount of 25 years' purchase). The balance of £15,000,000 is to go to make up the augmentations to the income of the parochial incumbents, and it will be seen that the £15,000,000, spread over the three-fifths of the rent-charge, will make an additional $8\frac{1}{3}$ years' purchase. The interest on the £75,000,000, at 3 per cent., will amount to £2,250,000 a year. There will therefore be a surplus of £75,000 a year to be applied as a sinking fund to recoup the principal. This, at 3 per cent., will overtake the principal in 47 years. It may here be added that if from any cause there should be occasion to raise additional capital, it will be easy to do so by slightly extending the period of the loan. The difference in the amount accumulated by a sinking fund of £1 per annum for 47 years and for 50 years is as much as 12·8 per cent. The amount which in 47 years will accumulate to £100, accumulates in 50 years to £112 8s. The difference in value to a

landowner in present money between freeing his estate in 47 years and in 50 years is practically inappreciable.

I scarcely dare to suggest the mode upon which the new stock should be created. I would, of course, make it a condition that the purchase-money to the tithe-owner should be paid in that stock, so that the whole of the obligation of the Government would be to provide for the issue of the stock.

It will, of course, be understood that in this Paper all reference to the Extraordinary Tithe Redemption Act, 1886 (49 and 50 Vic., cap. 54), has been avoided for the reason that a Paper on that Act, written by Mr. WILLIS BUND, is to be discussed with the present Paper. It may be that much of the rent-charge to be created under that Act in lieu of extraordinary tithe will be redeemed voluntarily. But it is well to add that if any general redemption should take place on the lines of this Paper, the extraordinary rent-charge should be included.

Mr. A. J. BURROWS (Fellow) had great pleasure in proposing a vote of thanks to Mr. RYDE for his very able and exhaustive Paper. The facts contained in it were so numerous, and the figures so intricate, that he felt quite unable to deal with them until he had studied them in print.

In the Paper that was read a fortnight ago by Mr. WILLIS BUND there was a great deal, probably, with which the Members agreed, and very little with which they disagreed. With one passage in that Paper, which he may have misapprehended, he felt himself at variance—the passage in which Mr. WILLIS BUND referred to the tithe-owner's power to sell the land. He was not aware that any Tithe Act gave a power of the kind. The tithe-owner could enter on the land and take the produce, or could take up the

occupation of the land ; but he had no power to sell it, that he was aware of.

Everyone who had followed the Extraordinary Tithe Act in its passage through Parliament must have been struck by the form in which the measure issued from the House of Lords. He believed it was Mr. BOLTON's intention that the Act should take effect from next April. In the form in which it actually passed it took effect from the 25th of last June. He maintained that this was a great injury and wrong to landowners, for at the present time there was a great deal of land throughout the country—at all events throughout the counties of Kent and Sussex—which had been for a long time under hops, and which had ceased not only to be remunerative but to pay the cost of cultivation. If a little time had been given before the Act came into operation, that land would, undoubtedly, have been grubbed. Such being the case, he believed that before long some amendment to the Act would be sought for and obtained.

Mr. C. K. BEDELLS (Fellow), in seconding the vote of thanks, said he was sure that the Members were very sensible of their obligations to Mr. RYDE for the very able Papers with which he had from time to time favoured the Institution, both as a Member and as its President during an eventful period of its history.

Mr. RYDE's Paper contained very copious references to the Old Testament. He was not aware that any such minute directions would be found in the New Testament ; though, no doubt, most people felt a sort of moral obligation, at any rate, to contribute to the main purpose to which the tithe was appropriated—viz., the support of religion. It must have struck many as a somewhat clumsy arrangement that the incomes arising from land and agricultural sources should be

laid hands on for contribution to these most important objects, while those derived from the funds and other kinds of property escaped contribution. It would hardly do to take these directions too literally. Had they been given in the times in which we live, they would probably have been placed upon a much broader basis, and they should consequently be regarded rather as binding in principle than in detail.

Mr. J. HENRY SABIN (Professional Associate) said there were gentlemen present who represented large owners of tithe rent-charge, and one would like to hear what they had to say as to its proposed extinguishment in the mode suggested by Mr. RYDE. It would not be possible now to enter into a detailed examination of the figures which Mr. RYDE had laid before them, but the methods by which he proposed to effect a wholesale redemption required very careful consideration.

In regard to the agitation that had arisen, he thought the public had been somewhat misled by an artificial movement in certain districts, founded, perhaps, on a mistaken sense of injustice. Mr. JAMES MARTIN would be able to tell them that there was very little agitation in the east of England, in Lincolnshire, Norfolk, and Suffolk; it was more in the western parts of the kingdom, notably in Wales, that difficulties had occurred, arising largely from other causes than the mere payment of tithe rent-charge. The truth was that there, particularly, many landowners had sought to extricate themselves from the just incidence of tithe rent-charge. The Act of 1836 was passed upon the assumption that tithe rent-charge would be henceforth discharged by the landowners—becoming, in fact, a charge on the land instead of a charge upon the produce arising out of that land. But unfortunately many landowners, either ill-advised, or

exercising that independent judgment which land-agents were not always able to control, sought to alter the incidence of the charge.

During those piping times when rent-charge was going up by leaps and bounds from £90 to £112 for every £100 of apportioned amount, it probably seemed judicious for them to get the tenant to pay that rent-charge if they could. The average was now coming down, and it was true that there was not that disinclination on the part of tenants to take the payment upon themselves that there used to be, because they now hoped to be able to make little profit out of the transaction.

There were gentlemen present who would bear him out in this—that during the first fall in the averages, when they went down to 88 per cent., valuations for the purposes of sale or purchase, or the renewal of leases of tithe rent-charge, provided for an immediate and permanent reduction in value. Subsequent events showed that a mistake had been made; that there was not that continued depreciation in tithe rent-charge which had been expected. And so now the tithe-owners might be making a serious mistake if in a time of panic they made any bargain based on the assumption of a permanent reduction. After all, what were the 8 or 10 years past compared with the 50 years over which the average was now spread? These fifty years showed that a larger than the amount at par had been received by the tithe-owner.

He could conceive that a tithe-owner who was receiving an income representing 4 per cent. on a capital value might reasonably object to any reduction of that income. Tithe rent-charge was a first charge on property which was in some cases certainly of four or five times the value, and in nearly all cases offered good security. Why should the owner take less than his 4 per cent.? The future charge,

it was true, it was proposed should be guaranteed to him by Government; but he imagined that no Government would be expected to give an independent guarantee, but would make the guarantee only as a security upon the tithe rent-charge in course of extinction, so that the tithe-owner would get but little better security, and be mulcted in this 1 per cent. reduction. There were many large owners of tithe who would reasonably object to any reduction of the kind, and would be content with the security which they now had. Moreover, if this principle of reduction of income on the ground of a contingent increase of security were once adopted in so large a matter as the extinguishment of tithe rent-charge, it might be applied with greater show of reason to matters upon which there would not be that unanimity of opinion amongst surveyors of such experience as Mr. RYDE. He referred particularly to the question of enfranchisement of ground-rents and charges of that kind. If, however, this agitation were as artificial as he believed, it would pass away. It would be found that landowners must pay the charge arising out of the land directly, and when that conclusion was arrived at the agitation would fast disappear.

Mr. J. WATERMAN (Fellow) said that, as he understood it, extraordinary tithe was imposed to make up the balance of the amount beyond the ordinary tithes required for the support of the benefice. Whether this was so or not, it was quite certain that at the time of the commutation only about one-half of the present number of acres was in hops, so that the amount of tithe at that time was very different from the amount paid of late years.

In those parishes where extraordinary tithe was fixed, the land subject to it paid no tithe the first year, half-tithe the second year, and full tithe the next year.

On referring to the Act it would be seen that the net annual value of the tithe was to be taken on the 25th June of the present year. Now, looking at the preamble of the Act, he was of opinion that lands planted this last spring would not be titheable. Having himself planted about 200 acres of hops, he knew by experience that hop-plants did not always what was called *take*; and if they did not *take* and were grubbed, the Commissioners would, if they wished to do so, have great trouble in estimating and getting at the tithe. There was, also, through the inflated price of hops a few years ago, a good deal of land planted which was really not suitable for hops.

He was trying to face the difficulties on which Mr. WILLIS BUND had dwelt, and these difficulties were very serious, whether one leaned to the side of the tithe-payers or the tithe-receivers. The process, for instance, of arriving at the net annual value was not so easy as it seemed to be on paper. The author of the previous Paper (Mr. BUND) asked (p. 37), "From what point of view is the value of the land to be ascertained, as selling, as letting, as hop-land, or as part of the farm; and if as selling, as what, agricultural or otherwise?" He (Mr. WATEBMAN) did not think there could be a moment's doubt that it was the agricultural value that was to be taken, and that if the land was not suited for hops, that the rent-charge payable in that parish should be considered as reducing the acre-value of the land.

The consideration as to the length of time during which the charge had been paid cut two ways. On the better dry soils, in the county of Kent, it would increase the value, but in the wealds of Kent and Sussex, and other districts where the lands were wet and the hop-roots did not last long, the longer they were in hops the less was their value.

Consequently the subsoil would have to be taken into account.

Then the right of the cultivator to discontinue the special cultivation was to be taken into account. The importation of foreign hops operated against low-class hops being grown, and if the imports became large home-grown hops that did not readily sell would go out of cultivation. This was a contingency very difficult to foresee and provide for. He agreed with Mr. BUND's Paper that there would be great difficulties in the way of a settlement.

Mr. W. J. HARRIS (Visitor) agreed with Mr. RYDE that this was a burning question, and could not understand how anyone who read the daily papers could imagine (as he gathered from one of the speakers some did) that there was no real agitation on the subject.

One of the speakers had stated that the present was a very bad time to settle this question, the price of corn being so low. He himself happened to import and sell about £3,000,000 worth of foreign corn per annum, and he did not believe there was any probability of the price rising. Indeed, the chances were that it would remain at about its present price, with slight fluctuations up and down; for Indian corn, what with low freights and the cheapness with which large vessels could be built and worked—the cost of carriage was the principal element in the price, the poor cultivator only getting *2d.* or *3d.* a day,—could now be imported in such large quantities that he did not see any chance of an increase in price. He held, in the interest of the Church—and he was a good Churchman,—that the opportunity should be seized for coming to some such settlement as Mr. RYDE had so ably indicated. As to the number of years' purchase there would probably be a difference

of opinion. The redemption should be carried out on equitable terms, having regard, of course, to the value of the class of property redeemed, for it was well known that tithe was not a personal tax, and if there was nothing on the land the only remedy the clergyman had was to go in and cultivate it, and what with the rates and taxes this might cost him a great deal more than he could get out of it. Consequently tithe was not such a security as a mortgage, and no good would be done by endeavouring to make out that it was worth more than it really was. Again, a clergyman could only distrain for two years' arrears, whereas a mortgagee could sell the land and get the money, and an ordinary debtor could claim for six years. This was a further disadvantage of tithe as a property. He maintained that any Parliament had power to buy anything if it were for the public good to do so, by paying suitable compensation, and something more, to the owner.

It was just as competent for Parliament to buy up the tithe from the Church as to take land for a railway, and he feared that, if the present opportunity were lost, so good a chance of dealing with the question might not again occur. It would be better to seize the opportunity of arriving at a settlement than to leave the question to be the plaything of politicians of the time. So long as the tithe remained, the Nonconformists naturally looked upon it with a jealous eye. If he were a dissenter he would be apt to ask, as many of them were doing, "Why, if one recognised form of religion gets assistance of this kind, do we not have it too?" There was every reason why the Church should look at this matter in a business-like way, and he believed that if the clergy suffered any reduction of their incomes, Churchmen (many of whom were restrained from giving by the impression that the clergy were amply provided for) would come forward

generously in support of the Church with the result, he believed, that it would find itself with a much larger income than it ever had before.

Mr. J. W. KEMSLEY (Fellow) desired not so much to criticise the Paper as to point out one or two difficulties which he thought had been overlooked. One speaker said that the tithe-owner had property worth five times its value, at least, as his security. He should like to take him down to Essex and let him see the aspect the matter bore to some of the landowners in that county. He had heard of a farm in Essex which formerly let at £600 a year. But now the landlord, instead of his £600, receives £1, and the tithe-owner practically takes the whole income of the farm ! He was not arguing on the question, but simply stating it. This instance could be multiplied over and over again, farms being actually left barren because they were not worth the tithe. This was an injustice to the landowner. It had been suggested that evening that the tithe-owner should be paid out by the landlord at 20 or 30 years' purchase on the rent-charge. He could only say that some landowners would be thankful if the tables were turned, and the tithe-owners bought them out at 30 years' purchase of their present leases.

Another question which, in the interests of the landlord, should not be passed over was the incidence of the rating. Mr. RYDE had proposed to knock off £400,000 from the purchase-value of the tithe, because the clergyman would get the advantage of not being rated ; but this arrangement did not extinguish the rate. Somebody would have to keep the poor and pay the education rate—a new charge on land—and if the tithe-owner did not pay his share the landowner would have to pay it for him, an additional burden which

many embarrassed landlords would be very ill able to bear. His own opinion, like those of many others, as to what was right and fair, was very much in a state of formation. He did not therefore attempt to argue it, but contented himself with stating the fact that there were thousands of acres of land in the country which were not worth the tithe charged on them, and the landlord found, in consequence of the tithe-owner's claim, that he had no income whatever from that from which he used to derive his livelihood.

MR. EVAN POWELL (Fellow) thought that the Members would probably appreciate Mr. RYDE's Paper more fully when printed, so that they could study the figures in detail.

He came from Wales, a part of the country where the tithe question was a very burning one, though the agitation that prevailed there had less reference to tithe itself than to the disestablishment and disendowment of the Church. It was being fomented mainly by dissenting ministers and the proprietors of newspapers, especially those that were printed in the vernacular and which circulated largely in some districts. By these means a popular feeling had been created against tithe among the more ignorant classes of the people. As a matter of fact there was no more reason for an agitation against tithe in Wales than in England—not so much, indeed, for generally speaking the tithes were less in Wales than in this country. On estates with which he was connected in Wales they could not persuade the small farmers that they were not paying tithe directly to the Church. On most of the estates with which his firm was concerned the land was let tithe-free (the tithe being included in the rent) with the best possible results, for in those districts the agitation had died out, and in two parishes where persons had endeavoured to excite opposition the attempt had utterly

failed. He thought the average of seven years too long, and believed that three years would have been better.

A speaker (Mr. HARRIS) had expressed an opinion that the price of corn was not likely to be higher than at present. He (Mr. POWELL) quite agreed with him. He did not believe it would rise materially during the present generation, unless there was a war, or a bad harvest in the exporting countries. There were millions of acres in America which he knew, from personal observation, could be cultivated in wheat, except that at present prices it did not pay the American any more than the English farmer to grow wheat. An American farmer told him that he grew 200 acres of wheat in 1885, and lost 1,000 dollars by doing so. But let a slight rise of price occur, and the land he had referred to would at once be put under wheat-cultivation. Therefore, as he said, he saw no chance whatever of improved prices.

He cordially agreed with Mr. RYDE that the question would be set at rest by redemption, and thought he had proposed a very feasible way of bringing about this desirable result.

Mr. E. BALLARD (Fellow) had hoped that the Members would have taken up the challenge thrown down by Mr. WILLIS BUND in his Paper respecting the way in which extraordinary tithe was proposed to be commuted. Mr. BUND had spoken of the way laid down by the Act as speculative and uncertain, and as giving no indication of the basis on which the valuation was to be made. His own opinion was that the Act laid down the basis most clearly, and he did not think it should go forth from the Institution that they could not carry out an Act of Parliament much easier to deal with than the Commutation Act of 1836, where there was no basis whatever for apportioning tithe on

different lands, but which the former generation of surveyors had managed to give effect to. Now there was the acreage charge to go upon. It was only just that the terms of Section 3 should be put in the Act, and he would be glad if some of the Members would address themselves to this point. If 4 per cent. were not a fair charge on the annual value he would ask what was.

On the motion of Mr. C. OAKLEY (Fellow) the discussion was then adjourned to the next Meeting.

AT

THE ORDINARY GENERAL MEETING,

Held on Monday, January 10th, 1887.

WILLIAM JAMES BEADEL, M.P. (PRESIDENT), IN THE CHAIR.

The adjourned discussion on the Paper by Mr. J. W. WILLIS BUND (Associate), read at the Ordinary General Meeting of Monday, November 22nd, 1886, on "Extraordinary Tithe and the Redemption Act of 1886," and on the Paper by Mr. E. RYDE (Past-President), read at the Ordinary General Meeting of Monday, December 6th, 1886, entitled "The Tithe Question, with Suggestions for the Redemption of the Rent-charge," was resumed.

THE PRESIDENT said the Members would learn with regret that Mr. CHRISTOPHER OAKLEY, who moved the adjournment of the discussion at the last Meeting, had met with a serious accident, and was, therefore, unable to be present. Mr. SQUAREY, who moved the adjournment at the Meeting of November 22nd, but was unable to attend the last Meeting, had kindly undertaken to resume the discussion in place of Mr. OAKLEY; but as the latter had been good enough to forward a written statement of his views on the two Papers under discussion, he would suggest, subject to the approval of the Meeting, that Mr. OAKLEY's communication be read by the Secretary.

This course having been agreed to, the discussion was then resumed by

Mr. E. P. SQUAREY (Vice-President), who said he felt he was only expressing the unanimous feeling of the Meeting in concurring in THE PRESIDENT'S sympathetic words with reference to the accident which had befallen Mr. OAKLEY. Before addressing himself to Mr. RYDE'S Paper he wished to add a few words to the remarks which he made on a former occasion in proposing the vote of thanks to Mr. WILLIS BUND for his Paper on the Extraordinary Tithe Act. His own experience in Kent and Sussex, where some fairly large estates were under his firm's management, agreed with that of the Rev. Mr. LAMPLUGH; for, until the agitation was started by a tenant of theirs at Ticehurst, he had not heard a word of complaint from payers of extraordinary tithe on those estates. They always seemed to accept it as a condition of embarking in additional fruit or hop growing, that additional liability would be incurred in the shape of extraordinary tithe thereon: they were aware that it was perfectly open to them to incur the charge or not as they pleased. Further, it seemed to him that the acceptance of this principle at the time of commutation was a compromise which both parties agreed to as equitable and just. The charge was, obviously, at the time of commutation, an unknown quantity. It was impossible to tell what area of land would be in hops or in fruit-gardens; but the tithe-owner might fairly say, "If the cultivated area represents a larger proportion of tithe rent-charge than would otherwise be obtained, I am entitled to have some proportion of that increased value in the shape of rent-charge." The tithe-payer willingly concurred in that arrangement, and for years matters had worked smoothly enough. The Institution was, he thought, indebted

to Mr. BUND for the painstaking manner with which he had elaborated the whole story of this Act, the difficulties likely to attend its practical application, and its crude and half-developed character.

He would now address himself to a few points in the important and valuable Paper read by Mr. RYDE. First, he would say that he held the landlord was bound to pay tithe rent-charge accruing on his land. He confessed that he had dreamed of a plan for redeeming tithes; but when tried by the inelastic test of figures, he found that his scheme would not work.

Before proceeding further he felt bound, as one of the public, and as a Member of the Institution, to protest against the agitation so unreasonably and unfairly raised against the payment of tithe rent-charge. It seemed to him to be the expression of a desire on the part of those concerned in it to avoid the fulfilment of their contracts, entered into with a full knowledge of what they were doing, and which they were therefore bound to fulfil. Tithe-payers should remember that they were quite as much bound to pay the tithes, which they had agreed to pay, as the miller who purchased their corn and the butcher who bought their stock was bound to pay the tithe-payer the money which they contracted to pay for their produce.

Reverting to Mr. RYDE's Paper, it might be convenient to call attention to an error in one of his figures at p. 94. By the omission of a 0, the surplus of £750,000 appeared as £75,000.

Mr. RYDE explained that the error was due to a slip of the pen, and would be corrected in the completed volume of the "Transactions."

Mr. SQUAREY (resuming) observed that the most important

feature in Mr. RYDE's scheme was the suggested creation of £75,000,000 stock for the purposes of redemption. Need such a stock, he would ask, be created? He (Mr. SQUAREY) did not profess to be a financier, and, on closer examination, the creation of an actual stock might be found to be necessary; but it appeared to him that all that was wanted was an administration for the purpose, first, of receiving from the landowner the tithe accruing on his land (minus rates, repairs of chancel, if any, and averages of course); and, secondly, of disbursing, it in proportions to be determined. Adopting for the moment Mr. RYDE's net figure of three millions of money, where was the need for the creation of a stock? The body appointed to administer the funds would have moneys in hand at once to apply to the specific purpose of paying the 3 per cent. or other interest hereafter to be adopted. In addition to the receipt and disbursement of these funds, it would be the business of the administrative body to reinvest the surplus income as a sinking fund to extinguish the tithe rent-charge at the end of a number of years dependent on the amount available.

The avoidance of the creation of a stock would, he thought, help to commend the scheme for adoption, for any Government that asked Parliament to sanction the creation of such a stock as £75,000,000 would have, he feared, a bad time of it in the House of Commons. Not that he was suggesting for a moment that there was anything unsound in the creation of such a stock—for so far as it was possible to argue from past conditions, the stock would be amply secured. It was simply as a question of administration, and not of fiscal soundness, that he ventured to raise this point.

He feared, however, that there would be some difficulty in inducing the acceptance, by the ecclesiastical tithe-owners, of an arbitrary 85 per cent. of their respective incomes. Mr. RYDE's platform of 85 per cent. was, undoubtedly, a sound

one; but was it not the case that the 85 per cent. would be subject to a further abatement in respect of rates—the whole abatement being 5 per cent. for collection, 10 per cent. averages, and, in addition, the amount of incident rates?

Incumbents would, probably, think themselves wronged and treated with scant justice if they received this 85 per cent.—the proceeds of $28\frac{1}{2}$ years' purchase of net income invested at 3 per cent., and he was inclined to think they would prefer to receive the averages as at present. It was quite true that the averages were now 13 per cent. below par, but the application of the current low price of corn to the averages of the next three or four years would, he thought, tend to decrease those averages to, probably, considerably more than 13 per cent., in which case he ventured to suggest that the sinking fund, which would be applicable under Mr. RYDE's scheme, would be considerably reduced; whereas, if the tithe rent-charge increased, then, of course, the sinking fund would be increased, and the duration of time over which that sinking fund would be applied would be modified. He had worked out the following illustrations, in order to measure the result, on the adoption of the present averages, to an incumbent of £400 a year:—

1.		£	s.	d.	£	s.	d.
Assume a tithe rent-charge of					400	0	0
Less rates, 3s. in the £ on a rateable value							
of £330		49	10	0			
Four per cent. collection on £400		16	0	0			
Repairs chancel, say		3	0	0			
					68	10	0
Assume the averages to be 10 per cent.							
below par		40	0	0			
					108	10	0
					291	10	0
Mr. RYDE proposes net amount of £291 10s. $\times$ $28\frac{1}{2}$ years'							
purchase = £8,259. £8,259 $\times$ 3 per cent. =		247	14	8			
Loss to the incumbent under Mr. RYDE's scheme					£43	15	4

2.

Assume that the averages are 20 per cent. below par, the account would stand as follows:—

	£	s.	d.	£	s.	d.
Tithe rent-charge				400	0	0
Less deductions for rates, collection, and						
chancel repairs	68	10	0			
20 per cent. off averages	80	0	0			
					148	10 0
					251	10 0
Under Mr. RYDE's scheme, as above					247	14 8
Loss to the incumbent						£3 15 4

3.

Assume the averages to be 25 per cent. below par, the account would stand as follows:—

	£	s.	d.	£	s.	d.
Tithe rent-charge				400	0	0
Less deductions—rates, collection, chancel						
repairs	68	10	0			
25 per cent. off averages	100	0	0			
					168	10 0
					231	10 0
Gain to the incumbent under Mr. RYDE's scheme					- 16	3 8
						£247 13 8

The averages must, therefore, sink to between 20 per cent. and 25 per cent. before the incumbent gains any pecuniary advantage under Mr. RYDE's scheme. It was obvious that the proposal must, in some or other fashion, be rendered more attractive to the incumbent.

But when they came to deal with the impropiator or lay owner, the question assumed even a more serious and acute form. Their share, according to Mr. RYDE's assessment, amounted to £1,200,000, which, multiplied by 20 years' purchase, was equal to £24,000,000. Three per cent. on this was £720,000 as against the £1,200,000 to which they were entitled, which was equal to a loss of £480,000 per annum. He did not see, therefore, that anything less than a multiplier of $22\frac{1}{2}$ to 25 years' purchase of the net income could be applied, and that was really about what the market

price of the impropiator's tithes had been, and with this at 3 per cent., or possibly a trifle more, the duration of the sinking fund would extend to a far longer period than that contemplated by Mr. RYDE. He believed, however, that the extinction of tithe rent-charge in the longer period would be satisfactory to all.

Mr. CHRISTOPHER OAKLEY (Fellow) (in the communication referred to by THE PRESIDENT) said that although the two subjects, viz., the Extraordinary Tithe Act of 1886 and the redemption of ordinary tithe, were akin, they were really separate questions, one dealing with an existing Act of Parliament, and the other with a proposal for a future Act.

It appeared to him that it was extremely difficult, if not impossible, to deal with the extraordinary tithe question more fairly than it was dealt with by the Act of 1836. It must always be borne in mind that it was originally intended to be dealt with in the same way as the ordinary tithe, and if this had been done it would have been impossible to distinguish it, or raise any separate question about it. But it was urged by the tithe-payers and landowners that it would be very unfair to saddle them with an increased permanent tithe on account of special crops which they might be forced to discontinue. Special clauses were therefore introduced into the Act of 1836, giving the owners of hop-grounds, orchards, or gardens the option of having the extraordinary tithe thereon added to the ordinary tithe (see Sec. 40), which he believed was done in many cases, or of having the extraordinary tithe on hop-grounds and market-gardens separately dealt with at a fixed rate per acre (see Sec. 42). This being the case, it always seemed to him that the agitation to get rid of the extraordinary tithe was unfair. The chief promoters of it were, he believed, as much influenced by animosity to the Church and the clergy as to the

payment itself. When he pointed out to a farmer, an active supporter of the agitation, that they were fighting for the landlords' benefit rather than their own (as the removal or reduction of the charge must inevitably increase the value of the land), he admitted that he did not mind paying his landlord, with whom he was on good terms, but did not see why he should pay the parson.

This was only one instance out of many which might be adduced to show that there was a great amount of ignorance on the question; and that if landlords had taken upon themselves the payment of all tithe in accordance with the spirit and intention of the Act of 1836, the present agitation would not have existed. Now, having got the Act, it appeared that some of those for whose benefit it was supposed to be passed were afraid of it.

Letters had recently appeared in the public papers from two large Kentish landowners complaining that their land would be saddled with a permanent charge, whether hops and fruit were grown or not, instead of being liable for this charge only so long as the special crops were grown.

This tended to confirm his opinion that the Act of 1836 was fairer to all parties than the Act of 1886; but, as the Act was now law, and as it was not likely to be repealed, it appeared to him to be the duty of all those whom it concerned to use their best endeavours to carry it out fairly. In support of this view he might, perhaps, be allowed to quote the following words from a recent speech by Lord SALISBURY at the City Conservative Club, with reference to the Irish Land Act, as to which his Lordship said, "I do not like the Act; I do not wish to discuss it; but it is the law of the land, and that is an end of the matter."

No doubt, many difficulties would arise in the construction and carrying out of the Act, as is probably the case in most new Acts of Parliament. He thought these

difficulties were not insuperable; and if the Members of the Institution, who must have much to do with the question, and all other persons interested, applied themselves to the subject with the intention of carrying out the Act, he believed these difficulties would be gradually overcome.

The preamble of the Act stated that the extraordinary charge is an impediment to agriculture. Might not the same be said in a greater or less degree of ordinary tithe, or indeed of all charges upon land, as they all tended to increase expenses and to diminish profits, and so might be said to impede all farmers or those who wished to become farmers?

With reference to the question raised by Mr. WILLIS BUND (page 28) as to the application of the case of *Walsh v. Trimmer*, there seemed to him no reason in point of law or equity why an extraordinary charge fixed after commutation should not apply to all the land in the parish in question; but as Sec. 42 of the Act of 1860, 23 & 24 Vict., cap. 93, used the word "may," it might be argued that the Commissioners have power to exercise their discretion.

Mr. BUND's observations (on page 31) quite confirmed his opinion that it did not become tithe-payers to attack the extraordinary tithe.

There was no doubt that the county of Kent was more affected by this question than any other, and he believed that certain special circumstances which arose on the estate of a well-known Kentish baronet had considerable influence in starting the question. There was a large area of woodland which, as usual in Kent, was, by prescription, tithe-free. Many acres of these woods were grubbed by yearly tenants, brought into cultivation at their own cost, and planted with strawberries or other fruit. They either forgot, or did not know, that the parishes in question were subject to extraordinary tithe, and that in accordance

with the case of *Walsh v. Trimmer* these tithe-free woodlands became subject to extraordinary tithe when planted with fruit. When the incumbent claimed the extraordinary tithe they thought it very unjust; but if they had had to make the same payment to the landlord, they would have thought much less of it.

Attention was very properly drawn by Mr. BUND (page 33) to the way in which this Bill was first drafted. If it had been so passed, the effect would have been to confiscate all hop-tithe on ordinary hop-grounds, the owners or occupiers of which would have grubbed the roots before the Act came into force, and replanted them elsewhere. This indicated the spirit in which the promoters proposed to deal with the property of others; a spirit much too common nowadays, and which had, he thought, been engendered and fostered to a great extent by the sympathy which it had met with from some in high position, especially with regard to the Irish legislation of recent years.

To come to the Act itself. Mr. BUND properly raised an important question with reference to the words "newly cultivated" in Section 1. It certainly appeared to him, on first reading the clause, that the meaning and intention of these words was to limit the future charge to the land actually cultivated with the special crops therein mentioned after the 25th June, 1886, the date of the passing of the Act; and this view appeared to be strengthened by the words referring to the prospect of the substitution of other land in Section 3, which appeared to him to be inserted for the purpose of reducing the value of the existing charge, by showing how short a time it might last. But it might be argued that those words tended to increase the value of the existing charge, by allowing the Commissioners to take into consideration the fact that if the existing hop or fruit land was grubbed, other land in the parish subject to the same

charge probably would be planted instead of it; in other words, by allowing the Commissioners to take into account the "potential liability" of the rest of the parish to the same charge.

This part of the question was fully discussed by the Rev. Dr. LAMPLUGH at the last Meeting (pp. 53-4). He was unable to follow the rev. gentleman in the nice distinction he drew between the words "newly cultivated" and "cultivated anew"; but he quite agreed with him in thinking that it was only fair and equitable that the liability of the whole parish or district to the charge should be taken into account; and he hoped the Doctor was correct in his opinion that this was the intention of the promoters and the meaning of the Act.

With reference to this point Mr. BUND asked (p. 36) whether the tithe-owner could still apply to the Commissioners to have an extraordinary charge created where no such charge now exists in respect of land cultivated with hops or fruit before the 25th June, 1886. There did not appear to be anything to prevent his doing so, provided the special cultivation commenced since the Act of 1836 came into force; as, if not, the extraordinary tithe must have been commuted in the ordinary tithe, if no separate rate was specially fixed.

The words at the end of Section 2, "in respect of which" "the said charge is payable at the date of the passing of" "this Act," seemed scarcely sufficiently definite, as they might be said to refer only to the exact acreage then under cultivation, or to the remainder of the parish or district in which the charge is legally "payable" when the cultivation commences.

It was no doubt difficult to give a definite interpretation and practical effect to the meaning of Section 3. It would not be very difficult to settle the first point, "net annual

value." He was inclined to agree with Mr. RYDE that a reduction of 25 per cent. for collection, loss by averages, and rates and taxes, would be fair.

The second point, the value of the land, was open to more difference of opinion. He thought what was required, was the fair annual letting value for ordinary agricultural purposes, including also any increased value from the probability of the land being used for the growth of hops or fruit.

The third point, the length of time during which the said charge had been paid, was a matter of fact easily settled. The prospect of the continuance of the crop, and of the substitution of other land, were points which were not capable of definite proof, and could, he thought, only be settled by an impartial referee after hearing both sides of the question.

The remaining point the right of the cultivator to discontinue the crop could be settled by reference to his lease or agreement. The annual value of the land was, he supposed, only material as an indication of the relative proportion between the charge and the amount on which it is charged, thereby affecting the security of the tithe-owner in the same way as the value of a ground-rent was generally considered to be affected by the rack-rent of the building on which it is charged. If an extraordinary tithe of £1 per acre be charged on land only worth £2 an acre, as Mr. BUND suggested, then it appeared to him that the charge was not worth so many years' purchase as a charge of 5s. an acre on land worth 40s.

It would seem reasonable to assess the value of the land when the Act was passed; but it could not make any very material difference in the generality of cases whether the value was taken then or at the date of the valuation.

Very much was of necessity, left to the discretion of the Commissioners, and he certainly thought a fair result to all parties more likely to be arrived at in this way than by

any fixed rules which could be settled by the House of Commons, and included in the Act itself.

The future cultivation of hops must depend very much indeed on the quantity, quality, and price of foreign hops. If the cultivation paid, money would be forthcoming for the purpose, whether any local bank had suspended payment or not.

The Commissioners would not be called upon to give separate answers to the various points mentioned in Section 3, and insisted on by Mr. BUND. They would have to take all the circumstances into consideration, and arrive at a general conclusion as to the capital value, making due allowance for any special circumstances affecting each parish or case. Mr. BUND had said that the capital value should be ascertained with the same exactitude as a mathematical problem. This was simply impossible. Would any Member at the present time undertake to determine the value of agricultural land in this way? and if not how could the value of this uncertain and fluctuating charge be so fixed by any means whatever?

The capital value having been ascertained, he thought it would be generally considered that 4 per cent. was a fair rate of interest on which to assess the annual rent-charge.

The reference in Section 4, Sub-section 2, to the value of the land, in cases of exchange, being at least three times the capital value of the rent-charge, seemed to indicate that the framers of the Act thought that this was the proper relative proportion for adequate security. By Sub-section 3 the rent-charge was to be a first charge, though the word "first" did not occur in Sub-section 1. Mr. BUND thought this unfair; but he seemed to forget that the tithe is already a first charge on the land, and one which no prudent man dealing with land in any way whatever could ignore.

Sub-section 5 referred to the mode of recovering the

charge, from which it appeared that the tithe-owner might still distrain upon the tenant's goods, or take possession of the land. The practical effect would be, probably, that if the owner did not pay the charge, the tenant would pay it and deduct it from his rent.

The tithe-owner's remedy for the recovery of the charge was no doubt improved by the Act; but, on the other hand, he thought there was also no doubt that his income would be considerably reduced. The rent-charge being fixed at 4 per cent.—equivalent to 25 years' purchase—the reduction of the tithe-owner's income would be in the same proportion to that which 25 bears to the years' purchase by which the annual charge is multiplied—*e.g.*, if the charge be valued at $12\frac{1}{2}$ years' purchase, the income would be reduced one-half; if $16\frac{2}{3}$ years' purchase be given, it would be reduced by one-third; if 20 years' purchase, it would be reduced one-fifth.

These figures were without reference to the redemption of the charge provided for in Section 5. If a landowner redeemed a charge which belonged to an incumbent, the money had to be paid to Queen Anne's Bounty, which would invest it in the Funds at 3 per cent. This would make a further reduction of 25 per cent. in the incumbent's income.

By Sub-section 4 any landowner may pay the capital sum into the Bank of England to the credit of the tithe-owner. This would have the same effect in reducing the income.

Section 6 referred to redemption in the case of settled land. If money be borrowed for the purpose, as suggested in Sub-section 2, at 4 per cent., there would be no loss.

Under Sub-section 3 land could be sold to redeem the charge. If it could be sold at 25 years' purchase on the

net income there would be no loss on the transaction except the necessary expenses.

Section 7 compels the landlord to pay the charge. There should be no difficulty in the landlord recouping himself by reserving the amount of the charge, whatever it was, as additional rent, as it was probable that the charge would not be much more than half the amount now paid by the tenant.

On pp. 40-41 Mr. BUND stated three cases of what he considered to be great hardship which would or might arise in consequence of this Act.

It seemed to him (Mr. OAKLEY) that they were all answered by the fact that the tithe, both ordinary and extraordinary, always was a first charge on the land, and reduced both the annual and capital value for all purposes accordingly. All persons dealing with land, whether by way of settlement, mortgage, or purchase, ought to have known and considered that they would have to pay the tithe directly or indirectly; as the annual amount of the charge under this Act would, in all probability, be considerably less than the tithe, the change will benefit all interested in the land.

The landowner can always prevent the tithe-owner selling the land by paying the charge.

He did not see why the extraordinary and the ordinary tithe should not both be treated in the same way.

He was sorry he could not agree with Mr. BUND's views as to the mode of ascertaining the value (p. 42). Although he strongly objected to the mode laid down by the Act, he did not point out any other way of doing it. Some tribunal must be created for the purpose, and some degree of speculation and uncertainty could not be avoided, as the points to be settled were not capable of legal proof. Mr. BUND had said, Let the value be settled on evidence, and then added that the opinions of witnesses were not evidence. If

so, what evidence could be brought forward? How was it possible to prove the future price of hops and how many years they were likely to be cultivated?

Again, Mr. BUND had asked why the landowner should have an additional charge placed on the land. He (Mr. OAKLEY) contended that he would not have an additional charge, but a reduced charge, on it.

He thought Mr. BOLTON's observations on this part of the question (p. 47) sound, and he would not, therefore, repeat them.

Again, Mr. BUND had suggested that landowners should bring the matter before Parliament again. This course appeared to be also suggested by Sir EDWARD DERING and Lord BRABOURNE, in the letters before referred to. The matter having been so long and so fully discussed, chiefly in the interest of landowners and occupiers, it seemed to him that they could not make out a very good case for reopening the matter. He very much doubted whether the Act would have the effect which Mr. BUND anticipated. The amount of the extraordinary tithe would, he believed, be reduced by it, though the security for what was left might be improved, and a very vexatious question would be settled.

It seemed to him that a strong effort should be made to carry out this Act fairly; otherwise it had better be repealed, and the Act of 1836 reverted to.

The Paper by Mr. RYDE raised the larger and more important question of how to deal with ordinary tithe. He thought the Institution much indebted to Mr. RYDE for bringing the matter forward now, as, although it was dealt with in the two Papers read in 1871, to which Mr. RYDE had referred, it had now assumed a very different shape; and it was much better that such questions as these should be discussed by the Institution before legislation took place with reference to them, than afterwards.

There could be no reasonable doubt about the antiquity and legality of tithes, and that the owners of them, whether clerical or lay, have as good a title to them as any landowner in the country.

The commutation of tithes in 1836 was, no doubt, a most beneficial measure for all parties concerned in it; but he was decidedly of opinion that landowners and occupiers had been greater gainers than tithe-owners; and the great majority of landowners would be very sorry to allow the tithe-owner to revert to taking his tithes in kind.

He agreed with Mr. HARRIS in thinking (p. 102) "that any Parliament had power to buy anything if it were for the public good to do so, by paying suitable compensation and something more to the owner."

The long-continued depression in agriculture had given rise to a great outcry against tithes, and, as he thought, to a great extent an unreasonable and unfair outcry, prompted and promoted partly by a wish in some quarters, especially in Wales, to disestablish the Church. Cases could, no doubt, easily be brought forward, especially in the heavy clay districts, where the tithe now represented the entire value of the land; but it would be most unfair to deal with the question on the assumption that this state of things was to be permanent. It could not be denied that the tithes as commuted were not always equal on land of equal value; and it was impossible to discover now how these inequalities arose. But in any question of this magnitude there must be some cases of hardship, and there would be in the future, whatever changes were made. Some people advocated an entire revaluation and apportionment of tithe; but he thought it would be a mistake to interfere with or upset the Act of 1836.

It was stated that Government intended to introduce a Bill next Session on the subject; and this was, therefore, an

appropriate time to consider what legislation should take place, and whether it was desirable to redeem the tithes with the view of extinguishing them entirely.

He had long felt it was very desirable that all landowners should be compelled to pay the tithe and let their lands tithe-free; and upon this point he might, perhaps, be allowed to quote a passage from the Paper his father read to the Institution in 1871 (Vol. 3, page 201). He said, "It should be remembered that the Act of 1836 was obtained after years of struggling between those who rightly wished to have the full benefit of farming their land artificially, and those persons who were and had been entitled for centuries to a tenth of all that the land produced when it came into a tithable form, and that it was always asserted, when the Act did pass, bickerings between pastor and flock would cease, and, on this ground, and with this hope, many members of Parliament voted for the measure. It is quite clear that this expected great advantage has not been entirely realised, notwithstanding the fact that the Legislature fixed the rent-charge on the land; because the landowners have almost universally let their land, leaving the tenants to pay this charge. This arrangement is always reluctantly carried out by the tenant, and he pays the rent-charge to the tithe-owner with much grumbling, as if it were something in addition to his rent, forgetting that in fact he is not paying tithe at all, but only so much additional rent, and that if he did not pay the rent-charge, or the land were free from tithe, the landowner would be entitled to a greater rent, to the extent of the rent-charge. The farmer should have no money payments to make to his rector or vicar, but should pay one sum to his landlord, and let him pay the tithe rent-charge, as he would his land-tax, by his agent's cheque. This done, the farmer and his parish priest would have no money dealings under the

“ word ‘tithe,’ which would be a sound and lasting privilege
 “ to both. The landowner being now liable for two years’
 “ arrear of rent-charge, if his tenant does not pay it as he
 “ has agreed to do, would be thoroughly relieved from the
 “ chance of taking his rent from one who had agreed to
 “ pay the tithe and of having afterwards to pay the tithe
 “ himself. Rents and tithe rent-charges, as a rule, become
 “ due at the same time of year. Should the landowner
 “ collect his rents one, two, or three months after they are
 “ due, the tithe-owner would gladly wait the same time for
 “ his rent-charge, feeling sure when the landowner’s rent-
 “ day came, he would then receive all his tithes. Every
 “ owner would let his land, which was worth 20s. per acre,
 “ subject to 3s. tithe, more readily at 23s. tithe-free, than at
 “ 20s. subject to tithe, and would not sustain any loss by
 “ such a proceeding. The costs of collection would also be
 “ saved to the tithe-owner, a boon which, at any rate, should
 “ be granted to the resident incumbent of every benefice,
 “ and has been adopted in the Tithe Acts relating to
 “ Ireland. The rent-charges were turned into corn-rents
 “ in preference to allotting land to the tithe-owner in lieu of
 “ his tithes, which was much discussed anterior to 1835,
 “ and, after thirty-four years’ experience, it is found that
 “ the averages have altered the fixed payments in only a
 “ fractional degree. I, therefore, hope to see the day when
 “ the fixed rent-charges shall be made permanent and un-
 “ fluctuating money charges.”

This stated very clearly the advantages of so doing. The
 change may at first seem objectionable to the landowner,
 but he believed it would prove to be much better for all
 parties.

A few years ago, when tithes were considerably above
 par, he thought that when they came down to par it would
 be desirable to fix them at par, and make the landlord pay

them; but now, although there was great force in Mr. SABIN's observations (p. 98), he was inclined to agree with Mr. RYDE that it would be fair to take £90 as the basis of any scheme for redemption.

He thought Mr. RYDE's scheme sound and practical, although the details would, of course, require much consideration; and he did not see what better plan could be suggested than to make use of the difference between the rate of interest with Government security, and that applicable to the value of tithes, whatever it may be fixed at, as a sinking fund to accumulate at compound interest, and thus in the course of 50 years to extinguish tithes altogether.

Following Mr. RYDE's Paper, he proposed to refer to the four objections therein discussed.

(1) As to the price—he thought Mr. RYDE clearly showed that the landowners must eventually gain by the change. He presumed the land would still remain liable to the tithe till it was extinguished; or else that the owner would have to give the Government or the Commissioners who will have to be appointed to carry out the Act due security for payment of the interest in lieu of tithe.

(2) The second objection raised the question of the deductions to be made to arrive at the net annual value, as, although the redemption of tithe under the existing Acts is fixed at 25 years' purchase on the commuted sum, no general redemption could, he thought, be enforced on that basis. Mr. RYDE allowed 5 per cent. for collection. That was ample. The greater part of the tithe in the country is, probably, collected for less. He then allowed 10 per cent. on account of the 7 years' averages now in force, and this, as he (Mr. OAKLEY) had already said, he thought fair. He then allowed another 10 per cent. for rates and taxes, or 2s. 8d. in the £, on a rateable value of £75. The allowance

for rates was rather low; but as bearing on this point he might say it had always appeared to him that the incumbent of a living was the highest-rated man in the parish, as he paid rates on nearly all his gross income instead of on his profits, and had to pay curates, if required, and numerous other outgoings on which he was rated. The total deduction of 25 per cent. reducing the net income to £75 was, he thought, fair, though the subdivisions might be divided differently.

Special allowance would have to be made in many cases for land-tax, to which tithes are generally subject, and also for the cost of maintenance of the chancels of the churches, which was generally a liability of the rector or great-tithe owner, and for which maintenance permanent provision should be made.

(3) The third objection referred to the loss of income to the incumbents from the capital being hereafter invested at 3 per cent., and raised a very important question. It would be found, he thought, very difficult to pass an Act giving clerical tithe-owners $8\frac{1}{2}$ years' purchase more than lay tithe-owners. If Mr. RYDE were right that clerical owners own three-fifths of the tithes and lay owners two-fifths, the purchase-money for the three millions net amount of tithe per annum came to the same amount at the rates he proposes— $28\frac{1}{3}$ years' purchase for the clergy and 20 years' purchase for the laity=51 millions in the former case and 24 in the latter—as if the amount were taken at a uniform rate of 25 years' purchase.

(4) It appeared to him there was not much in the fourth objection with reference to the Government credit. As he understood the matter, the operation would cost the Government nothing, and the eventual advantage to the community would be great. He presumed that the 5 per cent., or

£200,000 per annum, allowed for collection would pay all expenses of the Department or Commission to be established whilst the operation was in progress, and if a further sum were required as a margin, or to provide for future expenses, it would be provided by extending the operation over 50 years instead of 47, the term required to reproduce the money at 3 per cent.

He thought the effect of Mr. RYDE's scheme was more clearly shown on the basis of £100 tithe per annum than on that of the total amount. Taking £75 as the net amount, the purchase-money for clerical owners, at $28\frac{1}{3}$ years' purchase, came to £2,125. Three per cent. on this sum was £63 15s. per annum, so that there would be a loss of income of £11 5s. per cent. The purchase-money for each £75 net in the case of lay tithe-owners, at twenty years' purchase, was £1,500, and, the income at 3 per cent. being £45, there would be a loss of income of 30 per cent.—a very large proportion. He presumed the tithe-owner would have the option of receiving the £1,500 purchase-money if he was legally entitled to do so. If so, and he could make 4 per cent. of the money, or £60, he would only lose 15 per cent. of income. On the other hand, if all the tithes were dealt with at a uniform rate of 25 years' purchase, or £1,875 for each £75, and were paid for in 3 per cent. stock, there would be a uniform loss of £18 15s. per cent. of income to those who were obliged to hold the stock. In any case, he agreed with Mr. RYDE in thinking that the scheme should include both extraordinary tithe and ordinary tithe, and in whatever way the scheme might be altered in detail, it appeared to him to be sound in principle.

He also thought it desirable, in the interests of the Church, to take advantage of the present prominence of the question to get it settled permanently, although this would probably

involve some sacrifice on the part of both tithe-owner and landowner.

He thought Mr. KEMSLEY mistaken in thinking that any further charge for rates would be thrown upon the land, as, if the rates were properly allowed for in the calculation, the landowner would have the amount so allowed in hand to pay the increased rating.

In support of his opinion that the opposition to, and agitation against, clerical tithes arose to a great extent from ignorance and prejudice, he might mention the following instance:—He was receiving rents some years ago in Sussex. An old-fashioned smock-frock farmer, in broad Sussex dialect which he could not attempt to imitate, told him that he quite understood what he was paying the rent for; that the day before he had been up to the “Cock” to pay the parson his tithe, and then told him that he was getting old and deaf and could hear very little of what he said when he went to church, and therefore he thought he ought not to pay much for it; to which he (Mr. OAKLEY) of course replied that if he had not got to pay the tithe he would have to pay the owner quite as much, if not more, extra rent.

Mr. G. BAYLIS (Visitor) desired to say a few words with regard to the agitation in Berkshire—not in order to justify it, for he did not consider that any agitation could, *primâ facie*, be justified—but in order to show the light in which the tithe question was regarded by the agriculturists of Berkshire. It was an unfortunate fact that, rightly or wrongly, no great change could be brought about except by means of agitation. The greatest change that had occurred in the history of English agriculture—a cruel change he might call it—was caused by the agitation of COBDEN; and he might go even further back, and instance the change wrought by the

agitation maintained by WILBERFORCE. The tithe agitation in Berkshire had for its object the freeing the land from the burdens which oppressed it, and which rendered the lot of the farmer insupportable.

What was the present position of things in Berkshire? No one would deny that at the present moment the gross letting value of arable land in Berkshire was something like 13s. or 14s. an acre. In his own parish, where the farms were in quality far above the average of farms in Berkshire, arable land was letting at 15s. 9d. an acre. The improvements on the naked land—the farmhouses and buildings, and other landlord's improvements—on a farm of 400 acres could not be put at less than £3,000. What interest would the landlord expect on this £3,000 before getting a penny of interest on the land? He would not expect less than $7\frac{1}{2}$ per cent. interest on the money, and to represent wear and tear and depreciation of buildings. This $7\frac{1}{2}$ per cent. on £3,000 would be equal to £225 a year. Two hundred and twenty-five pounds a year was 11s. an acre. Eleven shillings an acre and 6s. tithe came to 17s. an acre, or 4s. an acre more than the farms would let for.

If his calculation was correct, the tithe-owner had more than the fee-simple of the farm. Even if the $7\frac{1}{2}$ per cent. interest were reduced to 5 per cent., the tithe-owner still received the equivalent of the fee-simple of the farm, or £120 a year. He was told by a valuer on Saturday that the tithe-owner of a neighbouring parish received half the value of the land in the parish.

An eminent legal authority claimed that the Commutation Act was a final and irrevocable settlement. In what respect, might he ask, was the Tithe Commutation Act more irrevocable than the laws of protection which were in force at the time, and which were swept away under the

pressure of an urgent public necessity? All he would say was, that had these Acts lasted he would not have been discussing this question at the present moment, but would have been at home enjoying his port wine! The reason, he supposed, that people were so patient under this impost in England was because our economic circumstances differed from those of every other country—from those of Germany and France, for instance, where the majority of the people lived by agriculture, instead of the 15 or 20 per cent. who lived by agriculture in England, the remainder living by manufactures.

After dwelling at considerable length upon the history of tithes in England and in other countries, Mr. BAYLIS proceeded to argue that :—

The natural produce of the unimproved land was 13 bushels an acre, whereas the commutation was effected on the basis of some 25 or 26 bushels an acre—thus including in the calculation £4 or £5 an acre expended on the crop, and which was taxed for the benefit of the tithe-owner. In other words, the artificial produce was taxed instead of the natural produce. Again, it should be remembered that, at the time of the commutation the farmers had the benefit of protection, so that if the artificial produce of the land was taxed they were compensated by an artificial price for it. The farm in its improved condition was in reality a manufactory. It did not matter to a manufacturer if a tenth of his manufactured goods were taken from him by way of taxation so long as he made more money with the nine-tenths than with the ten-tenths; but if one-tenth were taken from any industry in the world it could not exist, and so it was with the British farmer. A tenth was exacted by the commutation, and it did not matter until protection was swept away. He contended that when this occurred the commutation

ought to have been readjusted to the altered circumstances. Our poor worn-out soils could compete with the rich virgin soils of other countries, even when subject to a tax of 5s., 6s., or 7s. an acre, so long as there was no steam; but the introduction of steam had crushed the British farmer by bringing rich virgin lands close, so to speak, to his own markets.

What was the present position of agriculture? It was notorious that 2,000,000 acres of arable land had gone into pasture, and no more meat produced, and that 447 farmers were ruined last year as against 270 the previous year, while 200,000 inhabitants had lost their means of livelihood, and that the unions were full.

There were about 2,000 acres of land in his own parish, and yet the tithe-owner drew £800 a year from it, while the landowner did not draw a penny after allowing for interest on buildings! He contended, therefore, that the farmers were justified in resisting a tax which was largely responsible for such a state of things as he had endeavoured to describe.

He did not advocate the reduction of the income of poor livings, and would be prepared to advocate in connection with a redemption scheme like Mr. RYDE's the appropriation (not of £15,000,000 but) of £5,000,000 to the augmentation of small livings, and he believed that many large landowners who would be benefited by such a scheme as Mr. RYDE's would be in a position to establish a fund to support and help poor incumbents.

In conclusion, he wished to point out that the Bishop of ROCHESTER was in error in asserting in his recent charge that the lay impropiators had not been approached by the tithe-payers in the same manner as the clerical tithe-owners. He held a paper in his hand signed by 220 tithe-payers in the Andover district, and every tithe-owner in that district

was approached in the same way, whether he was a clerical or a lay proprietor. And the farmers of some of the best land in Berkshire sent a similar memorial to their lay improPRIATORS.

Mr. H. A. RIGG (Associate) said he should like to make one or two remarks on this important question as it struck an outsider.

He took a good deal of interest in the question of tithe, as he had something to do with the county of Kent, and naturally heard a good deal about it, and he must say that he thoroughly agreed with the suggestion that though this was now a farmers' question, it was not the farmers, in the first instance, who set the ball rolling. When he read Mr. RYDE's Paper he was struck first of all with the admirable manner—from what he might call the parson's point of view—in which he proposed to deal with the question. On referring to page 90 it would be seen how he explained his views. He said, "Supposing the price to be paid for a rent-charge
" of £100 a year to be 20 years' purchase, or £2,000, it is
" proposed to charge the landowner, during the continuance
" of the loan, 5 per cent.—that is, £100 a year—interest
" upon the principal. The landowner will pay £100 a year
" interest instead of £100 a year rent-charge, for a period
" not exceeding 50 years, after which time there will be
" nothing to pay."

Mr. E. RYDE: Except rent-charge.

Mr. RIGG: Exactly. Now, this question was first of all started by those who were certainly not the friends of the parsons; and, when they read these suggestions of Mr. RYDE's, they must have been inclined to say to him, "I called
" thee to curse mine enemies, and behold thou hast altogether

“blessed them”; for if a parson were to get a certain £100 a year paid him by the landowner he would be in a very good position.

Reading the Paper a little further on, he found that this was not at all what was to happen. He must say that Mr. RYDE had introduced this question really as a very skilful advocate, for, first of all, he gave the landowner to understand that he was going to make him a handsome present. He instanced a farm supposed to be worth £600 a year, and said, “Assuming the tithe to be £100 a year, “this deducted, leaves £500 a year net. That at thirty “years’ purchase means £15,000. Now, by my plan the “capital value after fifty years will be £18,000; in other “words, I shall have made you a present of £1,000, as “you will get £3,000 extra, and it will only have cost you “£2,000.” Now, the gist of the whole of that was, he thought, that Mr. RYDE was going to make the landowner a very handsome present; but it should be remembered that he was not to get that £3,000 (which was very problematical in any case) for fifty years, and in the meantime he was to have the pleasure of paying £100 a year for it.

What was the landlord’s position at the present time, as compared with this paradise into which Mr. RYDE proposed to put him? At present the tenant paid the tithes—or, ought to pay them, perhaps, was the better way of putting it. Under the present law what happened if he did not pay? The tithe-owner was entitled to distrain, and if there were not a sufficient distress, he could get a writ to assess the arrears, and could issue a writ of execution and hold the land till the tithe was paid; but he could not sell the land. What would happen if Mr. RYDE’s suggestions were carried out? The interest on the borrowed money—*i.e.*, this £100—

would be the first charge on the land, and would go in front of every mortgage and other charge on the land ; the unhappy landlord had got no tenant, he would have no means at his disposal, and if he could not make farming pay his land could be sold to pay this £100 ! At present, if he got no rent, he had not to pay anything at all ; but, according to Mr. RYDE's suggestion, he might have an empty farm on his hands, and might become liable to the payment of £100 to the taxgatherer on land from which he got nothing. This was the way in which it struck an outsider.

This was not such a very cheerful proposal, after all, even for the parson or tithe-owner. He had been very much troubled by the absence of the 0 that had been referred to, and had been unable in consequence to follow out the calculation. Then Mr. RYDE took the total amount of the tithe rent-charge of the United Kingdom at £4,000,000. He supposed, to begin with, that the parson got £100. If every parson got £100 for his £100 worth of tithe there would be 4,000,000 of tithe collected in the United Kingdom.

Mr. RYDE, interposing, observed that it did not all belong to the parson.

Mr. RIGG : No ; the parson and the lay tithe impropiator. He assessed the cost of collecting at five per cent., leaving £3,800,000. He then took off 10 per cent. for the fall in wheat, or £400,000, leaving £3,400,000 to deal with. Then another 10 per cent. for rates and taxes, leaving a net round figure of £3,000,000, the parson receiving £75 a year instead of £100. Mr. RYDE valued this as worth 20 years' purchase, which came to £60,000,000, and then proposed to make it up to £75,000,000, and to spread the extra £15,000,000 over so many years, so as to give the parsons 28½ years' purchase. He wanted to see whether

he was right as to the way in which this worked out and what the parson or lay impropiator would ultimately get instead of his £100, which he thought at first Mr. RYDE was going to secure to him. He proposed to buy the parson's interest at $28\frac{1}{2}$ years' purchase, which he (Mr. RIGG) made out would give him about £64 a year instead of £100, while the lay impropiator, instead of getting £100, would get £45.

It appeared to him that the difference between the £100 which Mr. RYDE took from the landowner, and the £64 or £45 which he was going to give to the parson or the lay impropiator, was what he was going to buy up the tithe with in the course of 50 years.

Mr. T. CHATFIELD CLARKE (Fellow) would not attempt to follow, much less to criticise, the intricate calculations contained in Mr. RYDE's Paper, and which would, no doubt, be elucidated by other speakers. What he desired to do was to express a hope that the discussion would not be entirely confined to the mere details of a scheme of redemption which, looking at the question as men of the world, and in the light of the democratic feeling that now prevailed, was an eventuality of the most distant and shadowy description. It would be much better to face the whole question boldly and broadly, as a matter of principle.

Now, it was generally admitted that tithes were in the first instance a voluntary religious offering—a fact clearly set forth many years ago by their respected Past-President Mr. STURGE in the third volume of the "Transactions" of the Institution. It was natural, right, and beautiful that they should be, but it would be found that what was at first voluntary grew, under the influence of the canons of the Church, to be a charge levied under the authority of the law

of the country. The question, he contended, should be regarded impartially and from all points of view before men were blamed for taking part in an agitation against tithes; and to this end it was of paramount importance to consider whether tithes were State-made or otherwise. If they were State-made, it was legitimate to advocate for their removal: if they were not State-made, then, as Lord SELBORNE had argued with all the force and ability that distinguished him, no one had any right to deal with the question on the lines of public policy.

But it so happened that there were many authorities on the subject, and he chanced recently to come across several who considered that tithes could be dealt with. An authority so eminent as the late Lord CAMPBELL said, in a speech on the Irish Land Bill in 1835, “ When the Christian religion “ was first implanted in this land, it was supported by the “ voluntary oblations of the faithful. By-and-bye all were “ expected to contribute one-tenth of their substance, and to “ these it became a legal obligation. But, by law, there “ was a four-fold division, and an alteration, which could “ only have been made by law, was made by which the “ bishops were amply endowed with lands. The clergy got “ the tithes for their own use, the repairs of the church were “ left to the parish, and the poor were thrown on charity. “ The vested rights of individuals are not to be disturbed by “ resumption or new distribution. These being protected, the “ appropriation of the property remains with the State, “ by which it was granted. All was subject to the implied “ condition that the public good requires a change in its “ destinies. And I hold that as the grant was made by the “ State, the State should superintend its application. It is “ in the power of the State, without sacrilege or injustice, to “ reserve any part of this property and apply it to other

“ purposes when such might tend to the good of religion and
 “ for the public welfare.”

Again, a statesman so little given to disturbing things as Lord PALMERSTON, said, in his speech on the Irish Church Act, 1856, “ I do not go along with those who maintain
 “ that the property of the Church strictly belongs to the
 “ ministers of religion, and that Parliament cannot deal
 “ with it. No doubt the property of the Church belongs to
 “ the State, and the State represented by its proper organ,
 “ the Legislature, has the power and right to deal with that
 “ property according to the circumstances of the times.”

All he desired to say was, when he heard Mr. RYDE and others present maintain that agitation was entirely unwarranted, that he thought men would see it was not so unjustifiable provided it were carried on legally, by argument, and without intimidation, injustice, or wrong of any kind.

One word on the general question. There were many in that room who knew the farming interests of the country better than he did, and it might be taken for granted that there was no class that were in deeper sympathy with the farmers of the country than surveyors and land-agents. They must feel for the position of farmers, due to circumstances over which they had no control, and sympathise with them in the manly fight they have waged with overwhelming misfortune. What was the position which the farmer took with regard to this question? He complained that his production was not greater than formerly; that prices had fallen to the lowest level; and that he had been saddled in recent years with many additional burdens. If that were so, and his appeal were equitable, the farmer had a claim on the minister of religion or layman for such a proportionate reduction as was consistent with the fall in

his produce and of the prices it realised—a principle which had been nobly acknowledged and met by many of the landowners of the country, and *that* even beyond the application of the principle of averages under the Act of 1836. Looking at the matter impartially, was there not much more to be said on the side of the farmer than had, perhaps, appeared so far in the course of the discussion? This question would doubtless be fought out in both Houses of Parliament, and by considerable prior agitation, and it behoved them all to consider equitably what position should be taken by those who represented the farming interests of this country, and to decide in a fair and independent spirit whether the incidence of tithes was altogether just, whether they bore with undue weight on the tithe-payers in many districts of England, and whether the time had not come for an equitable examination of the whole question.

Mr. WILLIS BUND (Associate) wished to say a few words on Mr. RYDE's Paper. It raised such an important issue, and was so important a contribution to the literature of the tithe question, that, differing, as he had the misfortune to do, with it, he should like to state his objections, so that they might be answered by Mr. RYDE.

He had read the Paper with great interest, and the result was that he thought it might be fairly called "a new way to pay old debts." He (Mr. BUND) would, as a tithe-payer, be glad to get rid of the payment of tithe; but when he had read Mr. RYDE's elaborate method of doing it, he came to the conclusion that the advice given by that great real property lawyer, Lord St. LEONARDS, with regard to land-tax was very applicable here—"Never redeem land-tax, "for you will find when once the land-tax in the country "is redeemed, the Government will reimpose it." An

unfortunate tithe-payer, who perhaps found it very difficult to get rents wherewith to pay the tithes, but struggled on with the payment to the end of the 50 years, might possibly, when he thought he was free, find some gentleman saying in a moment of religious fervour, "The land contributes nothing to religion—put something on the land." On the whole, he thought he was better where he was, without Mr. RYDE's very able scheme. But there was another objection. He did not see that a case was made out for the wholesale redemption of tithes. He did not think it would be good for either the tithe-owner or the tithe-payer that the question should be pressed at the present time. As a tithe-payer, one would wish to take the present average; as a tithe-owner, the 50 years' average in the Act, and with a difference of about 15 per cent.

He did not think the present a fit time for a scheme of wholesale redemption. We were passing through a crisis. All hoped things would improve, but we should wait to see if things got better or worse before we entered on such a gigantic scheme as Mr. RYDE's. He was not going to say a word on politics or religion in that room, but he could not forget that it might be a serious thing for the Church to sever its connection, as the scheme proposed to do, with the land; and he therefore dissented from Mr. RYDE's proposals on fundamental grounds. He ventured to think that while the general redemption scheme ought not to be passed, yet there were various amendments in the law which ought to be made. In the first place, they now had to pay the tithes based on a crop which was no longer the staple produce of the country. The price of wheat was now governed by the foreign not by the home-grown crop, and it was hard that the tithes should be based on a crop which was no longer grown in England. He ventured to think that some other basis for the payment

of tithes should be adopted. He should like to see so much in the £ added to the county rate—that would be a fair way of meeting the case, and the assessment would no longer vary with any particular crop. In the second place, he thought the averages should be taken over a shorter period—it would make matters more in harmony with the actual state of things to have a triennial instead of a septennial average.

He agreed with Mr. RYDE cordially in saying that the landlords should pay the tithes. As the law stood, it was so, and the clause of the Act of 1836 ought to be strictly carried out. In speaking as Mr. CHATFIELD CLARKE had done in favour of the present agitation, he (Mr. BUND) wondered if Mr. CLARKE realised how much artificiality there was about it, more especially with Wales, in the case of those gentlemen who declined the proposal of the landlord to pay their tithes. If they preferred their grievance to their pocket, he did not think they had a right to come forward and complain.

He wanted the Institution to face this point fairly, before appearing to endorse any scheme of redemption, whether it be Mr. RYDE's or any other. Had the time come when, in the interest of both tithe-payer and tithe-owner, an attempt ought to be made to get rid of tithes altogether? He ventured to think it had not. He was not competent to criticise Mr. RYDE's figures. They might be the best possible, but he did not see, as a tithe-payer, that he should get any advantage by the scheme, except having to pay a little more money than he now was legally bound to pay either as tithe or rent-charge, in lieu of tithe during his lifetime. That, he understood, was the basis of Mr. RYDE's scheme, and the way he proposed to raise the money. The tithe-payer was to pay a little more now, so as to pay nothing at a future

date. For himself, he would rather be excused the extra payment. What would tithe-owners get by the scheme? It was said, greater security. They had perfect security. They had a Parliamentary title. The Act of Parliament was only just fifty years old which gave them as perfect title as possible to these tithes; they could not get a better. Why should they be asked to take less to secure a something which they might get, but very likely might not?

On the motion of Mr. E. SMYTH (Professional Associate) the discussion was then adjourned to the next Meeting.

AT

THE ORDINARY GENERAL MEETING,

Held on Monday, January 24th, 1887.

WILLIAM JAMES BEADEL, M.P. (PRESIDENT), IN THE CHAIR.

The adjourned discussion on the Paper by Mr. J. W. WILLIS BUND (Associate), read at the Ordinary General Meeting of Monday, November 22nd, 1886, on "Extraordinary Tithe and the Redemption Act of 1886," and on the Paper by Mr. E. RYDE (Past-President), read at the Ordinary General Meeting of Monday, December 6th, 1886, entitled "The Tithe Question, with Suggestions for the Redemption of the Rent-Charge," was resumed by

Mr. E. SMYTH (Professional Associate), who said that in those quiet times of only sixteen years ago when Mr. OAKLEY's father read the Paper to which Mr. RYDE had referred, there was a Tithe Question that would, however, compare very disadvantageously with the dimensions of Mr. RYDE's present project. After the late Mr. OAKLEY had read his Paper, he accepted his (Mr. SMYTH's) suggestion that he should add to it, before publication, a sentence advising that all farm-apportionments should be converted into field-apportionments. It was a pity that this was not carried out, whether tithe rent-charge continued to be paid by the tenant, or whether it was returned by the landlord to the tenant in the same way that he returned the payment for landlord's income-tax.

He solicited the Meeting to consider briefly with him just the concluding pages of the Paper by their PAST-PRESIDENT; but he was unwilling to pass over the previous thirty-three pages without expressly joining in their acknowledgments to Mr. RYDE of the great obligation they were under to him for preparing so very comprehensive a Paper in addition to his previous numerous contributions to the "Transactions,"—contributions which were in his case so kind, for it would be in their recollection that at the very foundation of the Institution he was already in the front rank of his profession.

At that stage of the discussion it was needless to reiterate in what respects the present tithe agitation was either ill-founded or, perhaps, not altogether genuine. Those, however, who held this opinion of the movement could not disregard it when considering Mr. RYDE's proposal; for if tithe rent-charge, or any other subject, was to be taken up not merely on account of its own merits, but rather because some people had made, or made believe, it to be (as Mr. RYDE quoted) a "burning" question, this rather tended to encourage the like incendiarism in all directions.

The advocacy of letting lands tithe-free seemed to him to have been founded greatly upon a despair of making farmers understand that the tithe rent-charges paid by them were only another form of landlords' rent. He hesitated to be so uncomplimentary to them. He thought that, by this time, it could only be a fast-decreasing minority who failed to see that the limits within which tithe rent-charge was a tenants' question were the fluctuations to which their payments for tithe rent-charge were liable during the period over which their rack-rents remained fixed. Now, if the legislature saw fit to abolish the septennial average, and in its place to put—consistently with the nature of tithes—the average of the prices of the last preceding completed year,

neither tithe-owners at one time, nor farmers or landowners at another, would again be disquieted by the violent contrasts which had been periodically observable between the amount of tithe rent-charge paid in any year and the prices of produce in the year out of the profits of which that tithe rent-charge had to be paid. He expected that English farmers, and many in Wales too, would have felt very differently on this subject from what they happened to do at the present time if the tithe rent-charge paid by them during each of the past seven most trying years had been 10 per cent. less than the amount they had handed over; but that was, on the whole, just the effect which would have been produced by the substitution to which he had referred. Instead of what seemed to him to be this easy remedial measure it had been hinted that the Bill impending over them was one for enacting that the tithe rent-charge, as at present computed, should be specifically payable by the landlords, leaving these to increase their rents. If landlords asked their tenants to pay to them, as such increase, the particular amounts of tithe rent-charge which under the present system they would be paying year by year direct to the tithe-owners, then the monetary grievance which the tenants feel at the present moment against the tithe-owners would simply stand as a monetary grievance against the landowners. Whether by that demand, or by asking for a uniform yearly addition to their rents, the landlords sought to right themselves under such an enactment, a drawback, or, he might say, regrettable effect of the measure would be that of reopening the question of the amount of rent in almost all farm leases and agreements throughout the country.

Were there other important inequalities in the tithe rent-charge, which rendered it desirable in the opinion of any gentlemen that landowner and tithe-owner should be

forced to deal with each other, whether they wished it or not? If so, he would submit to them, of two things, one. Either they saw their way to making the necessary alterations in the amount of the tithe rent-charge, or they did not. If they did see their way, those inequalities were no ground for a compulsory redemption, because the tithe rent-charge could be rectified. But if, on the other hand, they did not see their way, then the alleged inequalities, instead of being a good reason, were the worst possible reason for enforcing a sale; they would be taking the tithe rent-charge, as now existing, with its unknown quantity of error, and making the injured party (whichever they considered him to be) suffer irrevocably a loss of capital equal to the inequalities which were being deplored. It would be like saying to a man that as the sipping of his cup was occasionally bitter, it had been resolved, in commiseration, that he should at once drink it all off to the very dregs.

But let it be assumed that all the foregoing was wrong, and that a coercive measure of the kind proposed by Mr. RYNE was essential. From pages 92 to 93, and elsewhere in his Paper, it was seen that his proposal, to be carried out, as he said, without raising any money, was that the Government should take over the tithe rent-charges, yielding annually some 3 millions of pounds net income, and should give to the tithe-owners, instead of this, a new and special stock, bearing only $2\frac{1}{4}$ millions interest, but payable quarterly and with punctuality. The remaining income of $\frac{3}{4}$ of a million was to be treated as if it were capital, and was to be accumulated year by year; when, after about 50 years it had amounted at 3 per cent. to a sum productive of $2\frac{1}{4}$ millions interest, the landowners were to be let off any further payment of tithe rent-charge.

Now, he remembered having in that room represented

in 1883, that a landowner acquiring tithe rent-charge upon terms such as these was like the debtor who owed a hundred measures but managed to get his debt altered to four score. The comparison was quite fair upon the basis of his belief that unless landowners, in redeeming tithe rent-charge, paid on the net annual amount about as many years' purchase as it would be worth to them when merged in their rents, the tithe-owners, as a whole, would not be able to obtain adequate reinvestments. The consequent 30 years' purchase for English net tithe rent-charge, if taken at par, closely accorded too (in the generality of cases) with the 25 years' purchase upon the commuted amount as enacted for compulsory redemptions under existing Acts, which, no doubt, also anticipated that the tithe rent-charge would upon an entire average be much the same as the commuted amount. And it was singular that the discontent with the great tithe commutation measure of about half a century ago should be loud just at a time when the expectations of its able framers had been so closely verified. Whether taking the years influenced by Protection as a single period, or taking the years which had since elapsed, or, taking as a whole the fifty years or so of the existence of the Act, the average of the tithe rent-charge in each of the three periods was remarkably close to par.

However, the plan now before them was shaped, he understood, to avoid the necessity of the tithe-owners seeking any other investments, and Mr. RYDE asked them to take a "broad and practical view" of it. That expression rather implied that even in his own mind there was, perhaps, a feeling that from every point of view it was not satisfactory. The tithe-owners' view of it would be much like this. A large and fixed portion of their present income was to be received by them rather earlier and rather more pleasantly than now; but the price which they were to pay was the entire

forfeiture of the rest of their income, which was now very nearly secure to them a little later on. This degree of security was virtually admitted by Mr. RYDE, when he made such remaining income the basis, or rather the sole constituent, of his reserve fund. In fact, from beginning to end of Mr. RYDE's plan nothing appeared except the tithe-owners' own present property, yielding its proceeds half-year after half-year, just as now; and yet they were to be deprived of a material part of it. Mr. RYDE did, indeed, call this "enforced thrift," and said that it would add to the wealth of the country; but the mildest description for the tithe-owners to give of it would surely be that it was a hardship upon them, and, in many instances, a very great hardship.

But suppose (though he was unable to do so except for the moment) that the exigencies of the case were such that the tithe-owners' interests must suffer. Well, even then, he thought that, as a mere matter of fairness of bargain between landowner and tithe-owner, Mr. RYDE, on the basis of his own figures, might have made that hardship less than he had. He had told them that to tithe-owners in the aggregate, tithe rent-charge might be considered to be worth 25 years' purchase on the net; and he had also said that the rents of English land on which the tithe was to be redeemed had fallen as low as about 30 years' purchase. Now, when the tithe rent-charge was merged, that difference would be realised, and therefore it was fairly divisible between the two parties to the transaction; but, in pursuing his calculations, Mr. RYDE adhered to the 25 years' purchase for the net rent-charge, and therefore gave to the landlords the benefit of the whole, instead of only half the difference. Hence, he might very fairly have put his £3,000,000 net tithe rent-charge at, say, 28 years' purchase, which would substitute £84,000,000 for £75,000,000. This would give to the tithe-owners rather over $2\frac{1}{2}$ millions interest instead

of $2\frac{1}{4}$ millions, and would still leave nearly a $\frac{1}{2}$ million for annual accumulation as the reserve fund ; this would amount to the £84,000,000 in rather less than 70 years at $2\frac{1}{2}$ per cent. compound interest. He thought $2\frac{1}{2}$ per cent. was more appropriate than Mr. RYDE's 3 per cent. ; for the dividend-scheme would involve the payment of its working expenses, and the dividends would be paid quarterly and with punctuality, whereas the tithe rent-charge would be received only half-yearly, and with the customary delays. These two circumstances would act as a clog upon the reserve. If he rightly remembered, $2\frac{1}{2}$ per cent. was also the rate assumed in the calculations for the Irish Church scheme. The £84,000,000 could be apportioned between the clerical and lay tithe-owners in close accordance with the masterly method Mr. RYDE had devised, with a view to giving to the former a relatively larger income than to the latter. The £1,800,000 of clerical net tithe rent-charge could be valued at £54,000,000, or 30 years' purchase, instead of Mr. RYDE's $28\frac{1}{3}$; 3 per cent. interest on that would give to the clergy for every £100 of their net tithe rent-charge £90, instead of Mr. RYDE's £86 (which should, however, have been printed as £85). Then the remaining £1,200,000 of impropriate net tithe rent-charge would be valued at the remaining £30,000,000, or 25 years' purchase, instead of Mr. RYDE's 20 ; 3 per cent. interest on that would give to the impropiators for every £100 of their present net tithe rent-charge £75, instead of Mr. RYDE's £60. That £60 was the weakest part of the scheme, as Mr. SQUAREY had intimated at the last Meeting ; the impropiators were to receive only £15 a quarter, where they were now entitled to £100 a year net tithe rent-charge.

He thought Mr. RYDE would have to make some special arrangements for cases in which land was out of cultivation, in the present extraordinary circumstances, and on which,

therefore, the payment of tithe rent-charge was suspended. It was only among cases of this exceptional kind that (as it seemed to him—Mr. SMYTH) tithe rent-charge could be considered as a hindrance to the cultivation of land. Incumbents suffering from a consequent loss of income would be willing—only too willing—to sell the tithe rent-charge to the landowners at a moderate rate. He thought such cases would be well met if the incumbents were empowered to sell tithe rent-charge on terms to be approved by the parties whose consent was necessary to the sale of glebe-lands.

If he had expressed some divergence from Mr. RYDE's views, especially as regarded the necessity for any scheme at all, he had not done so without compunction. He knew that there were not a few matters as to which his proper place was to stand before Mr. RYDE, as an unquestioning learner; but he had also a knowledge of his kind-heartedness, and that satisfied him that Mr. RYDE was not behind any of the Fellows of the Institution in a desire that its discussions should be absolutely frank.

Mr. T. H. BOLTON (Visitor) desired to supplement his former remarks with a few words with reference to the allegation that the Extraordinary Tithe Redemption Act had created dissatisfaction. Any dissatisfaction that existed was, he maintained, confined to two interested parties—viz., the clergy and some of the landowners. He had attended meetings in various parts of Kent and Sussex—the counties principally affected by the Act—and had succeeded at those meetings, without the slightest difficulty, in dissipating the misconceptions that had arisen, the conclusion arrived at being almost unanimous that the Act was a reasonable settlement of the question; and he ventured to suggest that practical men, such as he was now addressing, would do better if they turned their judgment and experience to the

carrying out of the Act, instead of criticising its principles.

He did not propose to follow Mr. RYDE in his historical disquisition into the origin of tithes. He, like everyone else, was perfectly aware that tithes were at first voluntary offerings, the payment of which came, in time, to be enforced by the State; but they were so enforced for the religious benefit of the whole people, and not of a section only. He maintained that tithes had always been treated as national property, and this principle underlay all the Acts of Parliament which had dealt with them from time to time. Had they not been so considered there was no justification for the various measures in the Statute Book for limiting or enforcing their payment, and for dealing with them in various ways. The Act of 1836, itself, was based on the principle that tithe was national property, and Lord JOHN RUSSELL, speaking in the House of Commons with the weight of his great authority, declared tithes to be the property of the nation. He (Mr. BOLTON) admitted that private interests had become associated with them, and these interests must of course be considered and respected; but, subject to this reservation, Parliament was distinctly entitled to deal with them as it saw fit—indeed, Mr. RYDE's proposals were based upon this assumption, otherwise he had no justification for any interference with the rent-charge as it existed.

While believing it to be most desirable that the question should be dealt with, he took very great exception to the plan proposed by Mr. RYDE in his Paper. That gentleman's proposals exhibited a preponderating regard for vested interests and property, and very little regard for the duties of property, or for the interests of the public. Did anyone believe that Parliament would listen for a moment to a proposal like this for raising fifteen millions of money at the

public expense and handing it over as a present to the clergy of the Established Church ! Such a scheme as this was not “within the region of practical politics.” No doubt Mr. RYDE’s scheme was a very generous and a very considerate one, but it was generous and considerate to two classes only—viz., the landowners and the clergy : it was not at all generous and considerate to the public at large, for whom Parliament would legislate, if it legislated at all.

Mr. RYDE’s proposal was, he ventured to think, on utterly wrong lines. What was wanted was an improvement on the mode in which the averages are calculated. At the present time the high proportion assigned to barley and oats gave them a preponderating influence on the result. He was not sure, moreover, that Mr. CHAMBERLAIN’s recent Act had altogether met the great practical objection to the taking of the prices from the 150 markets fixed in 1836, and he believed that some better centres from which the prices are taken might easily be obtained. Again, the prices taken were not the growers’ prices, but the sellers’ prices, and there was no allowance for inferior qualities. The choicest portions of the crop were taken, and the calculation was based on them, and all these things tended to an unfairly high price. Then, again, the septennial average had a tendency to maintain high prices too long in times of difficulty, and he thought that a triennial, instead of a septennial, average would work far more fairly.

He quite agreed that it would be better if the payment could be shifted from the tenant to the landlord. The Irish Tithe Act (passed, he believed, in 1839), in the form in which the Bill was introduced by the Government, shifted the tithe from the shoulders of the tenant to those of the landlord, and proposed, after providing for reasonable Church requirements, to appropriate the surplus to public purposes, such as education, police, and provision for the poor ; but

the opposition to the appropriation of tithe to secular purposes was, at that time, so strong that the Government abstained from touching the surplus, and confined itself to dealing with the immediate incidence of tithe as between landlord and tenant, transferring the liability, as he had said, from the tenant to the landlord; and tithes were now paid as charges on the land in Ireland by the landlord. But the public now expected more than a mere transfer of the payment, and he ventured to think that there would be no settlement of the question which would be satisfactory unless, after providing for vested interests in connection with tithe, the whole benefit of the tithe was transferred to the public for public objects. His own view was that, after the adjustments and reforms which he had suggested were carried out, the rent-charge throughout England and Wales should be transferred to the county authorities, to be applied in aid of the poor and education rates. He would give the lay tithe-owners and other impropriate tithe-owners, county 3 per cent. stock, created for the purpose, equal to the capital value of their tithe rent-charge at 20 years' purchase. Mr. RYDE himself admitted that, at the very outside, it could not be worth more than 25 years' purchase, and that some people held it was not worth 20 years' purchase. At the present time it was not possible to get 20 years' purchase in the open market, and no one knew that better than those he was addressing. He would grant life annuities to present parochial incumbents equal to the incomes they are receiving from the tithe rent-charge, such annuities being charged on the county. At the same time he would transfer the Church patronage affected by this tithe reform to the Ecclesiastical Commissioners, compensating the patrons out of the general Church funds held by the Commissioners, which were ample for the purpose, amounting, as they did, to upwards of a million a year, according to the accounts presented to

Parliament; and out of these funds the Commissioners could well afford to acquire the advowsons of livings affected. The difference between the 5 per cent. that would be received by the county in respect of the rent-charge acquired at 20 years' purchase and the 3 per cent. payable on the county stock would at once produce a large income for the benefit of the county. Out of the tithes of present parochial incumbents the county would provide for the annuities, and would gradually get the full benefit of the tithe rent-charge on the death of the annuitants. In the end, as a result of this great transaction, upwards of £2,000,000 a year would be available for the relief of the poor and the education rates throughout England. The following figures would make his meaning clear:—At the commutation, clerical appropriators had awarded to them £678,345 a year; lay impropiators, £765,427; schools and colleges, £195,948; making a total of £1,639,720. He now deducted from this 25 per cent. for the operation of the averages, for rates and taxes and cost of collection—the amount deducted in dealing with this question in Ireland in 1839—and this would take off £400,930, leaving a net impropiatory tithe rent-charge of £1,229,790. At 20 years' purchase this would be worth £24,595,800. If county consolidated 3 per cent. stock to that amount were issued the interest would come to £737,874, which, taken from the net income derived from the tithes—viz., £1,229,790—would leave a surplus of £491,916 a year for the immediate relief of the local burdens on the counties throughout England and Wales. In the case of the parochial incumbents, the gross income at the commutation, derived by them from tithes, was £2,410,506. Deducting 25 per cent. (£602,626), there would now remain a net income of £1,807,880. Life annuities to that amount would be granted to the present incumbents, payable by the county,

and as the annuities fell in, that large sum would become available for the relief of the local burdens. Ultimately, the £491,916 he had before referred to and £1,807,880, making together £2,299,796, would be available, per annum, for the benefit of the various counties throughout England and Wales. This would go in relief of the burdens that fell so heavily on all classes. It might be asked, Why not transfer this to the Imperial Government? The answer was that if transferred to the counties it would go to the benefit of the people mostly who paid tithes.

The great defect of Mr. RYDE's scheme was that it offered no benefit to the public, and, as he had said before, unless some benefit of the kind could be shown, Parliament would not listen to or trouble itself about a mere rearrangement of burdens between tithe-payers and tithe-receivers. The scheme he had himself shadowed out would be a scheme for the benefit of the whole public, and as such he believed it would be acceptable to Parliament, and be received with an amount of popular favour sufficient to carry it through the House of Commons and across the bar of the House of Lords. He had propounded his scheme in large and popular assemblies, and the way in which it had been received and accepted—not merely by the tenant-farmers, anxious to get rid of the tithes they had to pay, but by the general public who had attended those meetings—showed him that the people had only to grasp the proposition in order to take it in hand in such a way that Parliament would turn its attention to it and make itself the exponent of the popular will.

He desired to deal with the question as a national one, but not to deprive tithes of their local character: to give them to the counties where they were paid would be to return them, practically, to the whole people, for whom they were originally intended. It was because he believed

that Mr. RYDE's scheme was based upon injustice; because it perpetuated what he considered to be an injustice in connection with the tithe question; because it did not offer practical relief, and was not within the region of practical politics, that he could not support it. On the other hand, it was because he considered his own scheme was practical and thorough and in accordance with the spirit of the times, and did not do injustice to anyone, but was for the benefit of the whole people, that he ventured to suggest it to the Meeting for their consideration and approval.

Mr. D. WATNEY (Fellow) did not propose to deal in detail with the subjects referred to by Mr. BOLTON, but he could not refrain from commenting on a few of his remarks.

First, he would observe that Mr. BOLTON's observations tended not only to disestablishment, but to disendowment also. No doubt Mr. BOLTON had succeeded, as he said, in carrying many meetings with him; but his audiences were without the practical knowledge of tithes which was possessed by the Meeting he was now addressing. Mr. BOLTON had said he would transfer the payment of tithes from the tenants to the landlords. This had already been done by Act of Parliament. Tithe throughout England was payable by the landlord at the present moment, unless the tenants, for whom Mr. BOLTON had shown such great commiseration, voluntarily entered into agreements to pay it themselves. To assert, as Mr. BOLTON had done, that the landlords had thrust the tithes on the unfortunate tenants, was all very well for a popular audience; but it did not tell in a meeting of the present character. No one, he supposed, disputed the fact that tithes were, in a sense, the property of the nation, as land was the property of the nation—that is, nobody would dispute that the nation could, through Parliament, do what it liked with land or tithes or any

other property, so long as it chose to pay fair and ample compensation for its alienation. They did not need telling by Mr. BOLTON that property had its duties as well as its rights: there was no one in that room who held any other opinion, but this did not reconcile them any more to schemes of confiscation such as were advocated by those who proposed to despoil particular classes for the benefit of the community at large.

Again, he took exception to Mr. BOLTON's statement that Mr. RYDE's scheme involved the raising of fifteen millions of money at the expense of the nation. It did nothing of the kind. It contemplated a mere transfer from one pocket to another, easily effected by a financier like the present Chancellor of the Exchequer without a single farthing of cost to the nation.

He would like to call attention, in connection with Mr. BOLTON's observations, to an Act which even that gentleman would admit did away with his prediction that Parliament would not listen, for a moment, to the raising of money for the redemption of tithes. It was called "The Irish Church Act, 1869, Amendment Act, 1872." Its object, amongst other things, was the redemption of tithes. In Ireland tithes were a fixed quantity and did not fluctuate, and by Act of Parliament were bound to be paid by the landlord. By Sect. 7 of the Act it was enacted that "the Commissioners may, at any time after the
" passing of this Act, sell any rent-charge in lieu of tithes
" vested in them under the principal Act, to the owner of the
" land charged therewith, in consideration of a sum equal to
" twenty-two and a half times the amount of such rent-
" charge, less such sum in the pound as such owner shall be
" ascertained by the Commissioners to have been, on an
" average of five years preceding the passing of the said
" Act, entitled to deduct for poor-rates from the tithe rent-

“ charge payable by him ; and upon any such sale being so made, the Commissioners shall by order declare the rent-charge to be merged in the land out of which it issued, and the same shall merge and be extinguished accordingly.” That is, a landowner in Ireland, from the year 1872, could redeem the tithe chargeable on land at $22\frac{1}{2}$ years’ purchase, less the sum paid by him for poor-rates. The Act then went on to say that, “ upon the application of any owner so purchasing, the Commissioners may by order declare his purchase-money to be payable by instalments, and the land out of which such rent-charge issued to be accordingly charged, as from a day to be mentioned in such order, for fifty-two years thence next ensuing with an annual sum calculated at the four pounds nine shillings per centum on the purchase money.” It came, of course, to the same thing as $22\frac{1}{2}$ years’ purchase. Therefore, at the present time, owners of land in Ireland were redeeming their rent-charge by paying precisely the same amount of money as was paid by them in tithes before the Act of Parliament was passed. The only other section in the Act he need refer to provided that interest was the allowance in respect of income-tax on such part of the instalments as are payable in respect of interest. This showed that not only could it be done, but that it was actually being done in Ireland, and that the owners of three-fourths of Ulster as well as a large proportion of the landowners in other parts of Ireland were availing themselves of that Act of Parliament.

Mr. W. EVE (Fellow) said it should be borne in mind, as Mr. BUND had pointed out, that extraordinary tithe existed at the wish of the tithe-payers and not of the tithe-receivers. The tithe-payers might have commuted it originally, and it would have saved a great deal of trouble if they had done

so ; but they thought they would be better off if they did not commute it, and now that they found they were worse off than they expected, they joined in an agitation against it. Therefore he thought the position they were taking up was a little unreasonable.

On page 35 of his Paper Mr. BUND pointed out that there were many acres of land not yet charged, but already cultivated in hops or orchards. Both in these cases as well as where lands which were already chargeable with extraordinary tithe, but the owners of which had not exercised their rights, he apprehended there was no doubt but that the owners of the extraordinary tithe would have to be compensated.

On page 41 Mr. BUND had alluded to the difficulties in which mortgagees might be placed by the Act. He did not himself see much in this point, for he apprehended that a mortgagee, under the circumstances, would call for the receipt showing payment of interest on redemption, as he now did for the receipts for ground-rent or insurance. The difficulties of commuting would, he thought, hardly be quite so great as Mr. BUND anticipated. The point over which persons seemed to stumble, was that tithe was not a tenant's but a landlord's question. As Mr. WATNEY had pointed out, it was the landlord who was really liable for it ; and he would like to see an Act passed making it illegal for the landlord to contract himself out of the liability. In fact, if the land were freed from tithe, unless the rent were adjusted, it would be an injury to the tenant. Take a case where the rates were 3s. in the £. The tenant would be rated say 3s. on his £1 rent, the rent would be £1, tithe 5s., making the total payment £1 8s. If that land by some process got freed from tithe, then £1 5s. would be the rent, for there would be no tithe to pay ; then the rates on £1 5s. at 3s. in the £ would be 3s. 9d., making £1 8s. 9d. Therefore,

though tenants were now agitating against the tithe, he thought they had much better hold their tongues, for if they got the land freed from it, and there were no adjustment in respect of rates, they would be worse off than they were at the present time.

He feared Mr. RYDE's plan would not be carried out, by Parliament, but, as a plan, he considered it admirable. Most of the speakers had apparently misunderstood it. It appeared to him to hinge on this one principle—viz., whether 20 years' purchase was the right figure to work with. He (Mr. EVE) held that it was, and that 25 per cent. was a proper and moderate allowance for averages, rates and taxes, and cost of collection—in fact, Mr. BOLTON agreed that it was so. Mr. RYDE's application of that 25 per cent. was also misunderstood. If the lay owner of the 3 per cent. stock did not like to continue to invest in 3 per cent. stock, he could sell out at the present time for about £101, and put his money into a 5 per cent. stock. The clergy had less liberty of action, and Mr. RYDE had, very properly, altered his plan to meet the circumstances of their case, giving them a larger amount. All Mr. RYDE asked the State to do, was to issue something for £100 for which, at the present moment, £101 could be obtained; so that the State, in issuing 75 millions of money, would gain 1 per cent., or £750,000, by the transaction.

Allusion had been made to an unfortunate clerical error in Mr. RYDE's paper, and this error seemed to him to have affected some of the subsequent speakers—among them Mr. SQUAREY—whose calculations appeared to be erroneous. On page 111 Mr. SQUAREY put forward figures to illustrate his views of the effect of Mr. RYDE's scheme. He put the rates at 3s. in the £ on £330, which latter was too much, and then charged his 4 per cent. collection not on the amount he actually received, but on £400, the commuted amount, notwithstanding the fact that he assumed

it to be reduced by 10 per cent., or to £360. Consequently, the difference of £43 which he showed, ought to be increased to £53. Similarly, on page 112, the difference he showed as £3 15s. should be increased to £20 5s., whilst the third illustration which he showed as a negative value of £16, ought to be altered to a positive one of £12 odd. These calculations, therefore, were very misleading. Mr. OAKLEY's calculations on page 128 were also erroneous. He asserted that the purchase-money for each £75 was reduced to £45, and said this was 30 per cent., whereas it was 40 per cent. Again, the 15 per cent. he alluded to was 20 per cent. ; £18 15s. per cent. ought to be 25 per cent.

In Mr. BUND's remarks on page 140 there was one observation with which all would agree—the unfair system on which the averages were taken. It was brought about chiefly by the larger consumption by the grower of the inferior quality of corn. A triennial instead of a septennial average had been proposed, and he was himself in favour of a change of the kind, but he did not see how it was to be effected without injustice to the tithe-owner. It was rather significant that the suggestion should not have been made when prices were going up instead of going down, and rather unfair to the tithe-owner, who had endured the slow advance which he did to the maximum price, that he should not now enjoy the slow decline to the minimum price.

Mr. T. C. SMITH WOOLLEY considered the Institution very much indebted to Mr. RYDE for his Paper, and particularly for his excellent summary of the various Acts relating to commutation of tithe rent-charge ; but he thought not the smallest debt they owed to him was in respect of the quotations he had given from the Papers of the late Mr. JOHN OAKLEY and Mr. W. STURGE. It was refreshing, in the midst of the present agitation, to read those carefully-worded and businesslike remarks. But why did Mr. RYDE

quote them? Merely to show that they were things of the past. He spoke of those remarks as though they were "ancient history"—interesting, perhaps, to antiquarians, but without practical bearing on the question they were now dealing with. Why was this? Because he said the tithe question had become a *burning* one. He thought, if that were so, this was just the time when they wanted cool, clear-headed, sensible remarks like those of Mr. STURGE and Mr. JOHN OAKLEY. He thought, before it was proposed to legislate in regard to any agitation, it was well to try and see what the causes of the agitation were; and if we looked at the present causes of agitation two principal ones would be found. First, briefly, the depression which made everyone anxious to get out of every payment that he could possibly avoid; and, secondly, the general loosening of the principles of the moral code.

Those two, acting together, were very largely responsible for the present tithe agitation. Now, it seemed to him, that as men of business and honour, it was not right to give way, at once and without question, to such demands as those made by the agitators of the present day. Of course everyone who studied Mr. RYDE's scheme must be struck with its ability, with his great command of detail, and by, in a certain sense, the statesmanlike qualities which he had displayed; but he ventured to think what was required did not at all involve the compulsory redemption of tithe rent-charge, but a sober, businesslike, judicial inquiry (without any regard to popular agitation) into the principles which governed the original commutation, to see if they had been really carried out, and whether they acted fairly towards the tithe-payer and the tithe-owner. He thought it would be suicidal on the part of the tithe-owner at the present moment to carry out any redemption.

It was not possible under the pressure of a temporary panic, and having regard to the conditions of the moment only, that

adequate justice could be done to the interests of the tithe-owners. Let them look at the working of the Tithe Commutation Act during the fifty years which had elapsed since it became law, and they would see at once that, on the whole, and in the absence of the two before-named conditions, it had been entirely satisfactory (he was not referring to the extraordinary tithe) both to the tithe-owner and tithe-payer. It might be argued that no material advance in the price of corn could be looked for in the future. That, however, was only speculation. But the satisfaction which the principle of the Act of 1836 had given during at least 40 out of the last 50 years was a fact, and it was with facts they ought to deal, and not "unfulfilled prophecy." For this reason he considered that even if Mr. RYDE's scheme were adopted as it stood serious injustice would be done to the tithe-owners. Turning, however, to the remarks of Mr. BAYLIS and of Mr. BOLTON, he found that the "liberality" of the terms proposed in the Paper were laughed to scorn by those gentlemen who must, he supposed, be regarded as typical exponents of the "wisdom" and "moderation" of the agitators.

The tithe-owners were warned, however, that "the sands were running"; that if they did not accept Mr. RYDE's figures they would have to put up with Mr. BOLTON's, and if they failed to agree with that adversary quickly they would certainly be relieved of the uttermost farthing. The country was becoming accustomed to this sort of argument from statesmen of light and leading, but it was new in the mouths of men of honesty and courage. If the tithe-owners were wise they would strenuously resist any attempt to enforce compulsory redemption at the present time. Let them look at the history of the Concordat in France, and they would see—at least the clerical ones would see—that to barter the property of the Church for a State-guaranteed salary (even if the proposed terms were apparently fair) would be to pave the way for their own destruction. It

was to be regretted that the history of tithes in this country had not been more fully dealt with during the discussion. He must refer to Mr. CHATFIELD CLARKE's remarks, prompted, as he was sure they were, by a desire to look fairly at the question. But when they came to examine them more closely a certain unconscious bias was apparent. How otherwise could the Institution be asked to balance a partisan speech of Lord CAMPBELL's, delivered more than 50 years ago, against the calm and mature judgment of a liberal statesman of to-day like Lord SELBORNE? Or to attach importance to the opinion of Lord PALMERSTON, expressed in 1856 upon a historical question, which most of his warmest admirers would admit that he was not likely to be better informed upon than the average Englishman of to-day?

In point of fact the more carefully the origin of tithes was investigated the more certain became these two points, (1) That tithe in this country was in all cases a permanent charge made by private owners upon their estates for certain definite purposes, regulated from time to time by the State, for the benefit of the two parties interested; and (2) That the object of the charge was the maintenance of the clergy of the Church only, the "tripartite" or any other division of the tithe—common enough in some parts of Europe—never having been the rule in England.

Mr. W. REX (Fellow) said that Mr. RYDE, in the historical part of his Paper, did not tell them that some centuries ago tithes were granted, in this country, to the monasteries and clergy, who at that time maintained the poor. There was no poor law in those days, and the poor were both maintained and educated out of the revenues of the monasteries, which included the tithes. Therefore, to some extent, he agreed with Mr. BOLTON that the public had an interest in the tithes, and might fairly ask that they

should be appropriated to these objects. With all deference to Mr. SMITH WOOLLEY, who urged that the tithe-owners should not agree to any scheme of redemption, if it were the will of Parliament and the people he imagined they would have no choice in the matter.

Mr. J. W. WILLIS BUND, in reply, said he should occupy the Meeting but a very few moments, for he would not stand between them and Mr. RYDE. He had only to thank the Members for so kindly discussing his Paper, and for overlooking the shortcomings incident to so difficult a subject. He felt that, according to the motto, "Every cow likes her own calf best," Mr. BOLTON had naturally raised a low over his own calf when it was attacked ; but he must protest against the assumption that a measure was good because the public were said to be satisfied with it. He (Mr. WILLIS BUND) held that the public had nothing to do with the question : it was simply a question between tithe-owner and tithe-payer, and if either of them was not satisfied (and he had every reason to believe neither was), then he held it was not a satisfactory settlement. Mr. BOLTON had also taken great exception to his saying that the Act was "rushed through Parliament," and said that if it were so, then every Act passed had been rushed through Parliament. But Mr. BOLTON forgot that before this Act was passed notice was given that Parliament would be dissolved very shortly, and the Act was pushed on in view of a general election. That, he contended, meant that it was rushed through Parliament.

Several gentlemen had assumed that tithes were a first charge on the land. The Act had made extraordinary tithes so ; ordinary tithes were not a first charge on the land. They were a first charge on the crop, but not on the land. The tithe-owner had no remedy against the land ; his remedy was personal. He was speaking with certainty, and might mention why this was impressed on his mind. Some years

ago he bought a farm and let it, and as soon as he had let it, the clergyman put in a distress for $1\frac{1}{2}$ years' tithe on the new tenant, and he (Mr. WILLIS BUND) paid it. He asked his solicitor why he had not seen that the tithe was paid. The solicitor said "It was not my duty to do so. I had only to look to charges on the land." And, although he took an opinion as to whether the solicitor had been guilty of negligence, he was advised he had not. The change was that it was placed on the land, which could now be sold, and not merely the crop as before. In one sense it was formerly charged on the land, because one bought the land subject to the payment of tithe; but it was not so in the sense that the charge could be enforced on the land, as he tried to show in the case in which he quoted the decision of Vice-Chancellor BACON, where the Vice-Chancellor said, "No; you cannot come here as a mortgagee could and enforce the charge." But now that it was recognised as an extraordinary rent-charge this could be done, and the land could be sold; and therefore, as that great change was brought about—he did not say whether rightly or wrongly (it might be the one or the other)—he thought when a large scheme for the redemption of tithe was brought before Parliament the question should be thoroughly discussed whether it were the intention of Parliament or not to give the additional powers to the tithe-owner which the Extraordinary Tithe Act had given.

Mr. E. RYDE said it was a difficult task to reply to the criticisms that had been made on his Paper in the very short time left to him, but he would do his best, because he was anxious that his Paper should be understood. He believed it was not understood by all the Members of the Institution, and obviously not by some of the writers in the public press.

First, as to his motives for writing the Paper. It had always been an object with him, as a land-surveyor, to work

for the removal of incumbrances from land. Until a very recent period he had always regarded a piece of freehold land absolutely unincumbered as the best property a man could possess. He looked upon tithe rent-charge as an incumbrance, and seeing the many changes that had taken place, and were still going on, in respect of boundaries of fields and properties, its collection becomes complicated.

In those parishes in which most of the old landmarks had been obliterated, and the tithes were collected by solicitors, mistakes were frequently made and with difficulty corrected. But another object in writing the Paper was to anticipate suggested tithe legislation; such being, at all events, a subject the practical solution of which the Members of the Institution should discuss and consider before a Bill was brought in rather than afterwards.

He held in his hand a printed Paper that contained these words:—"Perhaps it is too much to expect from the average
"man in these days any great respect for the rights of
"corporate owners whose property he covets; but it is
"startling to find one of the most eminent members of our
"profession alleging popular prejudice against the payment
"of clearly-defined legal liabilities as a legitimate ground
"for proceeding to legislate upon them." He (Mr. RYDE) had no such view and intention. He did not say that because there was agitation against tithes that this was a reason why tithes should be redeemed. All he said was, there being some wrangling going on between tithe-owners and tithe-payers at the present time, it was more than ever desirable to redeem the tithe rent-charge. If it were possible ever to redeem it this was a very favourable opportunity. He had not time to refer to many speeches in detail. Some he did not desire to refer to; others, he was glad to say, differed so widely from his own views as to satisfy him that his own views were tolerably right. He would take the subjects of the Paper in detail in the following way:—

First of all, it had been assumed by many speakers that the owner of £100 commuted rent-charge had £100 a year income, subject to charges. That was a fallacy. He only got £100 of income when the price of wheat, barley, and oats, on the average of seven years, was the same as it was in 1836. That must be kept in view. That average price in 1836 was settled and put upon the Statute Book, and it is only when the average price of those three kinds of grain is of the same value as it was in 1836 that the commuted rent-charge is worth £100. He admitted that the average for fifty years had been so, but, in his opinion, the average for the next fifty years would not be within 10 per cent. of par. If that view were wrong, by all means prove it to be so. If redemption took place, let the tithe-owner have what he was entitled to, but he did not believe that any practical man in the Institution would estimate the average price of wheat, barley, and oats for the next fifty years as high, or within 10 per cent. as high, as during the last fifty years. He started with the assumption that £100 of commuted tithe rent-charge was worth £90, and since his Paper was written the average for the last year had been published. It was as low as £87, and it must go lower, because there were still some high averages to go out, and lower ones to come in in their place. He need not labour the matter further. The question was, Is £90 a reasonable estimate?

Then came the deduction of 5 per cent. for cost of collection. He had heard it more generally admitted in that room than he had expected that 4 per cent. was often the actual cost. It did not pay very well at 5 per cent. and it would give a great deal of trouble to get in, say, Mr. SQUAREY's typical £400 rent-charge for £16 a year. Moreover, there were often exceptional expenses, and he thought 5 per cent. all round a fair estimate, whether a tithe-owner did the work himself or paid an agent for doing it.

As to rates and taxes, he could make no reliable estimate; but he could give as good an estimate as most men, for he had had to do with rates and taxes in most parts of England and Wales, and he thought that in taking them at about 10 per cent. he was as nearly right as possible.

Now, it had been suggested that he was giving the landowner some material benefit. He held in his hand what he was told was a Paper of great authority, though he would hardly have thought it judging from a mere perusal of its article upon the Paper now under discussion. The article in question was founded on a fallacy, the explanation of which caused the bottom of it to fall out, leaving not an ounce of common sense in it. It rightly assumed that he proposed that a landowner should pay £100 a year interest, instead of £100 a year rent-charge, for a period not exceeding 50 years, and then had nothing to pay. "This" (it alleged) "would be a correct statement if "the landowner were really to pay £100 in interest for "every £100 of rent-charge in course of redemption; but "under the scheme he would not do anything of the kind. "Mr. RYDE apparently forgets that the landowner is to pay "in interest 15 per cent. less than he pays, indirectly, as a "rule, in tithe rent-charge, even at the present 10 per cent. "reduction, and 25 per cent. less than the par or commuted "value of the charge. The commuted sum is £4,000,000 "a year, and the present annual value is about £3,600,000, "whereas the landowners would pay only £3,000,000 a "year in interest. They would therefore get immediate "relief from their legal liabilities to the extent of £600,000 "a year, besides the reversion of the entire capital sum, "which would be liquidated, not only without the expendi- "ture of a penny on their part, but actually for £600,000 a "year less than nothing as far as they are concerned."

Such was the foundation of a Paper which, as he understood, had been read by some of the Members of the

Institution, who thought that it settled the question. Examine the facts. He would deal with the rates and taxes first. When two fields were valued for rating, each of the same quality, say 40s. an acre, but one subject to a tithe rent-charge of 7s. an acre, and the other tithe-free, the one was rated at 33s., the other at 40s. If the tithe were redeemed, both fields would be rated at 40s., and those rates and taxes would be paid straight to the overseers, instead of, as now, to the tithe-owner, and by the tithe-owner to the overseers. The landowner would not only get no benefit, but, practically, he would suffer loss, because the whole 7s. an acre rent-charge is now deducted from his rating, although the tithe-owner is not rated on the whole of it. The 5 per cent. for collection and the 10 per cent. for rates and taxes, as well as the 10 per cent. below the average being first taken off, the difference is now borne by the whole of the ratepayers; in future it would be borne by the landowners. Thus £400,000 out of the £600,000 present to the landowners is disposed of. The other £200,000 was the 5 per cent. cost of collection.

In the Paper referred to he (Mr. RYDE) was called an innocent man, and his Paper, an extraordinary one; but he was not foolish enough to suppose that redemption was to be worked out during the next fifty years at no expense. He thought, perhaps, something might be saved out of the £200,000 a year. At all events, he should like to make a contract to do the work for the money, but, whatever it is, the landowner would have himself to bear it. If it were capitalised and charged against capital it would increase the sinking fund to reproduce the capital; and if it were treated as an annual charge payable out of income there would be that sum less to go to the sinking fund, and so the time required to reproduce the capital would be lengthened. Therefore the landowner in any event must bear it. The whole of the long article he referred to, being based on an

assumption that £600,000 a year would be given to the landowners, it fell to pieces directly it was proved that there was no gift of the sort.

Now he would come to the number of years' purchase. First of all, the value of tithe rent-charge in the hands of lay impropiators was at the present time worth no more than twenty years' purchase. This would probably be admitted, but it was said that carrying on the scheme would be robbing the lay impropiator of his income. He might say that, if the lay impropiator had a security in some form or other of Government guarantee, he could sell that stock in the open market, and reinvest his money on property from which he could get a larger amount of interest.

He would now consider Mr. SQUAREY's suggestion, which was the one real practical suggestion that had been made—viz., that instead of Government-guaranteed stock there should be some form of administration created. He (Mr. RYDE) saw no other form which would enable the lay impropiator to change his investment from 3 per cent. to 5 per cent. If it were not stock—something that he could sell—he could not change his investment. That was the only difficulty he saw in Mr. SQUAREY's propositions.

As to giving the parochial incumbents $28\frac{1}{2}$ years' purchase, it would be observed that the figure was arrived at by putting 25 years' purchase on the whole, and dividing it in the manner he had done, and he saw no other way of dealing with them. He did not want to deprive them of their income. One speaker said he was a Churchman. So was he (Mr. RYDE), as good as any other, and he believed it was certainly to the Church's own interest to get rid of the irritation which existed between the vicar and his congregation, and that he was doing the Church a service, rather than an injury. But he would not enter into questions of disestablishment or disendowment. It was no part of his business in this Paper to discuss amendments of the existing

law. The Paper considered the question of redemption of tithe rent-charge altogether apart from amendments of the existing law.

There was one other subject which he ought to refer to—viz., the question of Government security. It was stated that if he carried out such an enormous scheme he would jeopardise or depreciate the value of Government security. It seemed to him a marvellous statement, that this great country of ours should be in any way prejudiced or injured by such a proposal. It asked for no money. It only proposed that the Government should say, “We will see that you get paid a legitimate charge on land.” Give the scheme one year’s start and it would begin to add to the wealth of the country by causing to be put by every year a large sum of money as a sinking fund, which would go on accumulating until, at the end of forty-seven or fifty years, the titheable land of the country would be of the value of the land and tithe rent-charge of the present day. It would then be tithe-free land, and, as such, worth the same money as tithe rent-charge and land together at the present time. In addition to this there would be seventy-five millions of money secured as the value of the tithe rent-charge. He would thus have added to the wealth of the country £75,000,000 in fifty years.

He would not refer to Mr. BAYLIS’ speech, but he would like to say to the farmers of Berkshire, “If you are not “educated, get educated as soon as you can, so as to be “able to think for yourselves, and judge whether there is “common sense in what people say to you; and, unless you “are satisfied that there is, do not believe a word of it.” He thanked them for the courtesy with which they had discussed his Paper.

THE PRESIDENT expressed his regret that the time at his disposal was so brief for summing up two Papers of such

importance as those which had formed the subject of this prolonged discussion.

As to Mr. BUND's Paper, the Institution was extremely indebted to him for the able manner in which he had brought the subject before them, and for his criticisms of the measure dealt with in his Paper. But it was an Act of Parliament, and had to be carried out, whether they agreed or not with its provisions. Certainly, the Land Commissioners had no easy task before them. They had under Section 3 to take into consideration the value of the land on which the charge was incident, the prospect of the continuance of the special cultivation as also any other circumstances, but he had no doubt of their ability to arrive at an equitable result, and one that would prove satisfactory to all persons concerned, and in doing so they would find assistance from consulting able surveyors familiar with the details of the complicated problems they would have to solve. One thing was quite clear—that in capitalising the value of the extraordinary charge, the effect upon the value of the land of an impost that, under the provisions of the Act, differed so widely in its character from the category of ordinary tithe would have to be taken into consideration.

Turning to Mr. RYDE's scheme for the redemption of the tithe rent-charge, speaking in the abstract it did not seem to him a very desirable thing, in the interest of the tithe-owners, to embark upon an operation of the kind on a falling income. According to Mr. RYDE, the tithe was not likely to be within 10 per cent. of the average for many years to come, and other speakers indulged in very gloomy prognostications as to the future of land in England. However this might be, it was tolerably clear that nothing would have been heard of the subject of the redemption of tithes or of extraordinary tithe had it not been for the terrible depression of agricultural produce. He, for one, refused to believe that British agriculture would permanently remain

in its present depressed condition, but the only hope for it was better prices, and with these better prices would disappear the feelings out of which the present agitation mainly sprang.

The main point, as regarded Mr. RYDE's Paper, was this—Was Parliament likely to entertain a scheme for creating the tithe stock necessary for the carrying out of his plan? If Parliament would do so, redemption appeared to him both practicable and desirable, provided no injury was inflicted on the landowner by placing a first charge of the kind on his property. If such a creation of stock was not entertained, and so far as he could form an opinion on the point it was not likely to be, it would be impossible to float the stock at less than 4 per cent., which would leave no margin for the redemption contemplated by Mr. RYDE.

On large estates it had been his practice to pay the tithe on behalf of the landlord, thereby avoiding, so far as was practicable, strained relations between the clergyman and his parishioners. If such a course was generally adopted, and patience exercised, present difficulties would probably disappear.

After all, it must not be forgotten, in the consideration of this question, that the Tithe Act was accepted, to a certain extent, as a compromise, and was a settlement the principle of which should not readily be disturbed. Although complaints are rife as to the amount now payable, if the matter were reopened, and the tithe-owner were entitled to a tenth of the produce, he would, even at present low prices, in the case of fairly-cultivated farms, as a rule, secure more than the commuted sum.

Time would not permit him to refer to the observations of the various speakers, but he might remark that Mr. BOLTON appeared to have different objects in view than the redemption of tithe, as he ventured to think all who had listened to his remarks would agree.

The Meeting then adjourned.

ARTIFICIAL MANURES AND FEEDING-STUFFS AND THEIR RESIDUES.

By T. A. DICKSON (FELLOW).

*Read at the Ordinary General Meeting of THE SURVEYORS'
INSTITUTION, Monday, February 7th, 1887.*

ROBERT COLLIER DRIVER (VICE-PRESIDENT) IN THE CHAIR.

THE CHAIRMAN said that owing to the absence of THE PRESIDENT from indisposition, in which all the Members, he was sure, would sympathise, it became his melancholy duty to announce the lamented death of Mr. THOMAS HUSKINSON. As one of the founders of the Institution, as a Member of its Council from its establishment, and as its distinguished PRESIDENT for two years, Mr. HUSKINSON had rendered the Society services the value of which it would be impossible to exaggerate, and which would never be forgotten. He had known Mr. HUSKINSON personally for nearly forty years, and could testify to his great abilities, to his lofty standard of private and professional conduct, and to the fruit it bore in the universal respect in which he was held in every circle in which he moved. He himself felt Mr. HUSKINSON'S death with all the force of a personal bereavement. Many present that evening would also feel it as deeply, and their sorrow would be shared by an immense number of professional and private friends throughout the country.

Mr. S. B. L. DRUCE (Associate) said he would like to add a word or two with reference to the very sad occurrence to which THE CHAIRMAN had referred. He had enjoyed the good fortune of being brought into close connection with Mr. HUSKINSON, and had received the very greatest kindness from him when engaged in Nottinghamshire on the Duke of RICHMOND'S Commission. He hoped he was not out of place in bearing testimony in that room to the great help and the extreme kindness for which he was indebted to Mr. HUSKINSON, and to the great loss which the Institution had sustained in that gentleman's death.

THE PAPER.

THE attention which the long-continued depression has directed to agricultural interests, and the importance of artificial manures and feeding-stuffs in the modern system of farming, must be my principal reason for bringing this subject under your notice this evening.

The subject is one which covers so wide a field, that I must claim the indulgence ever accorded to a "two-year-old," if at the conclusion of my Paper you think that I have brought some part of the subject too prominently forward, and unduly hurried over—or omitted altogether—some other part.

Time, however, is limited, and I am fully aware that I have been obliged to leave unnoticed much that I should like to have dwelt upon at some length; but I had better explain at once how I propose to treat the subject.

After pointing out shortly the great necessity there is to return to the farm the substances removed by the sale of meat, milk, grain, &c., which can only be done by the use of artificial foods and manures, mentioning, by the way, one

or two pit-falls to be avoided, I then pass on to the chief artificial manures, and show how the money-value of their principal constituents can be arrived at and compared, the general effect they have upon the several crops, and the probability of their leaving any residue available for succeeding crops.

Feeding-stuffs are then touched upon—the three cakes in common use being taken as examples. I have tried to show in what their value consists for feeding and also for manurial purposes, and that a substance which has very good feeding qualities has not necessarily a high manurial value.

The tables prepared by Sir JOHN LAWES and Dr. GILBERT, and published in the Royal Agricultural Society's Journal for October 1885, are then referred to, but I am sorry to say that owing to want of time they only receive scant justice. In conclusion, I hastily, and only in very general terms, allude to the practice of compensation proposed to be adopted as the outcome of the Agricultural Holdings Act, 1883. I say "proposed to be adopted," because I understand that very few claims have as yet been settled under the Act.

That it is barely possible to frame an equitable measure of compensation, equally applicable to all cases, I hope to make clear; but I have tried to collect the best materials together, and to show lines which may be of assistance in arriving at an estimate of compensation.

In districts where nature reigns supreme, plants live and grow, and either by their decay or by that of the animals feeding upon them return to the soil all the constituents they obtained from it. Rain and the action of the atmosphere are constantly reducing to a fine condition (and so available for the use of plants) the minerals in the soil, and thus we have accumulation rather than exhaustion of plant-food.

In the artificial treatment of land (where land is under cultivation), the most fertile soil will in course of time become barren, if nothing is done to make good the loss which the removal of milk, meat, grain, &c., causes, and, although many virgin soils maintain their fertility for a great number of years, even the most productive, in time, cease to grow crops which are profitable when this continued exhaustion is allowed to go on.

It is the province of agriculture in its highest phase not only to obviate this loss, but also, if possible, to make the land permanently more productive by a liberal restoration of what has been removed.

There are two ways in which this end may be attained—

1. By the use of artificial foods ;
2. By the application of artificial manures.

As an example of how the use of artificial foods may improve the fertility of a soil, let me refer you to the description of one of the prize farms in last year's April number of the Royal Agricultural Society's Journal. This farm, of ninety-eight acres, is near Preston, and in the occupation of Mr. HOTHERSALL. Nine years ago, when the present tenant entered upon it, only twenty cows could be kept, and to maintain this number during the winter he had to buy hay. Now he keeps about fifty, a result which may fairly be attributed to the extensive use of artificial and purchased foods during the nine years.

Again, to show how necessary it is to make good the loss sustained by the sale of milk and meat off the farm, I need only allude to the well-known instance of the Cheshire pastures. Here cows had been fed for generations, and, although farmyard-manure had been applied repeatedly to the fields, it must be remembered that in those days farmers depended, in the main, upon grass to produce the milk, and so made no provision to return the phosphate of lime removed by the

sale of milk and meat, with the result that the farms became gradually exhausted, and every year carried a fewer number of stock. The application of bones, however, completely altered this state of things; phosphate of lime was returned to the soil, and luxuriant pastures were again the rule.

Yet another way in which the farm may sustain great loss is by drainage, and to make this good is one of the duties of artificial manures. Perhaps the most important plant-food is nitrogen. All plants must have a supply of nitrogen available; and it matters not how abundant the other necessary foods are, if there be no nitrogen, or if it be not present in sufficient quantity and in an available form, there can be no healthy growth. In all soils there is a certain amount of nitrogenous matter, due to the presence of rootlets and the decay of previous vegetable life; but it is not by any means available in this form for the immediate use of the plant. The most common and nearly only form in which plants can assimilate nitrogen is in the form of nitrates. Experiments at Rothamsted and elsewhere have proved that this nitrogenous organic matter is converted to the form of nitrates by the action of minute organisms, but that the quantity varies at different times of the year; in other words, at one time of the year there is a large quantity of nitrogen in the form of nitrates available, and at another, comparatively little or none. Speaking generally, summer is the most active period for "nitrification," and in the summer and early autumn, in ordinary seasons, there is the greatest amount of nitrogen available in the form of nitrates; unfortunately, when in this form it is extremely soluble and very easily washed out of the soil; the result is that even in ordinary winters nearly all the available nitrates produced the previous summer are removed in this way, and there are few or none present in the spring available for the spring-growing crops. This is the reason why the application of

nitrogenous manures—*e.g.*, nitrate of soda and sulphate of ammonia—are so beneficial to corn-crops. A reference to Table No. 2 shows that this class of plant does not require a large amount of nitrogen, but what little it does want it must have at hand during its period of most active growth, and for the perfect development of the plant this nitrogen must then be present in a readily available form. In the spring nearly all the previous year's nitrates have been washed out by the winter's rain; nitrification, or the manufacture of a fresh supply from the nitrogenous organic matter in the soil, has barely commenced its activity before the period of active growth on the part of the corn-crops is over. This is the reason why the application of nitrogenous manures to corn-crops is attended with such benefit, and why they should only be applied when the plant is in an early though vigorous stage of growth, and so able to make the most use of them. There is not the same necessity to supply nitrogenous manures to crops whose active growth extends into the autumn, because in such a case the natural production of nitrates in the soil is almost always sufficient.

In addition, however, to making good the loss which may have arisen in the manner described, it is sometimes necessary to supplement the natural stores present in poor soils by the addition of some constituent necessary in large amount to a particular crop. This want some special manure, such as kainit or superphosphate, may supply.

Let me, however, speak a word of warning on the practice of supplying the apparent wants of particular crops by particular substances. Table No. 2 shows how much there is of nitrogen, phosphoric acid, and potash in the commoner farm-crops; but, even when in addition we know the composition of the soil, this knowledge by itself is little guide, for it is not only necessary to supply those materials which analysis shows as being present in the greatest quantity in

the plant, and perhaps in small proportion in the soil, to induce a vigorous growth. To form a true judgment, it is necessary to know in addition the power of the crop to assimilate the various materials, and here it is that in many cases much money has been thrown away needlessly in the wrongful application of artificial manures; for example, wheat and the cereals contain a large quantity of phosphoric acid, but the application to autumn-sown wheat of this ingredient is of very little use, but when applied to roots of which an average crop only removes the same amount per acre as the cereals, it is of the greatest service. Again, the analysis of leguminosæ, such as clovers, shows that this class of plant contains a large amount of nitrogen, but the application of nitrogenous manures seems to be injurious rather than beneficial.

Many manures, however, in addition to supplying plant-food, exert an indirectly beneficial effect by assisting in the decomposition of minerals present in the soil, setting free certain substances and facilitating their absorption by plants. Lime is a special instance in which the action of the manure as a plant-food is very subordinate to its action in inducing or controlling chemical action in the soil.

Artificial manures may be divided into two classes—"general" and "special."

Very few of the artificial manures answer to the description of "general" manures (or manures which contain all the necessary plant-constituents), and I think only some of the guanos and refuse-cakes come under this category.

"Special" artificial manures (or those which are intended to supply only one or two constituents) are not of *themselves* able to maintain the permanent fertility of the soil; in fact, instead of preventing exhaustion, their use *singly* rather tends to accelerate it by producing larger crops, thus causing

a greater drain upon the substances contained in the soil, but not in the manure.

If, however, in a rotation, "special" manures are applied to the various crops for which they are most appropriate, as nitrogenous manures for corn-crops and mangels, superphosphate for turnips, potash-manures for clovers and seeds, there would not be this exhaustion; at the same time, the best result would have been obtained economically through each particular crop having had that particular constituent applied of which it was most in need.

Such may perhaps seem an extreme case, but it is possible by manuring in some such way as this when artificials are low in price to maintain fertility, and also to farm successfully with the sale of all the crops produced. In most instances there is some farmyard-manure available, and there is not the same necessity to rely exclusively on artificials; when such is the case it is best to use it on those crops requiring potash, such as seeds, and perhaps turnips.

"Special" artificial manures may be divided into—

Nitrogenous, such as nitrate of soda and sulphate of ammonia, and various manures of animal origin;

Phosphatic, of which superphosphate, bones, coprolites, and phosphatic guanos, are examples;

Potash-manures, kainit;

Calcareous lime in its many forms.

The above is not by any means an exhaustive list, either as to divisions or as to members of the various divisions but it contains most of the principal manures.

Before, however, considering in detail the above artificial manures, let me direct your attention to the Table No. 3, in which an attempt is made to put a relative value on the nitrogen, phosphoric acid, and potash present in several manures, based on the readiness with which they become available. From this table it will be seen that the form in

which they may be present governs most materially the value of these essential constituents.

Nitrate of Soda is the first manure on the list, and in quotations of this manure almost invariably come the words "95 per cent." This expression, of course, means that the salt contains at least 95 per cent. of nitrate of soda.

This manure is sold solely for the nitrogen it contains, which in such a sample is 15·6 per cent., equivalent to about 19 per cent. of ammonia; or, to put it in another way, in a cwt. of nitrate of soda there are 17·5 lbs. of nitrogen (equivalent to 21 lbs. of ammonia). When nitrate of soda is selling at £10 10s. a ton, nitrogen as ammonia is worth a little more than 6d. a lb. I call special attention to these figures and prices, as I shall have occasion to refer to them again.

As I have already remarked, this manure is an excellent one for corn-crops; it is also often most beneficial to mangels (a spring-growing crop). When used in moderation, the yield of grain and straw seems to be in direct proportion to the amount of manure applied; but a limit is soon reached beyond which, even in the most favourable seasons, the further application of manure gives little or no increase.

As regards grass-lands, the experiments at Rothamsted show most conclusively that the manure should not be freely used on this class of land by itself, but, if used at all, should be judiciously mixed with phosphates and potash; whether, however, used by itself, or in conjunction with "cinereal" manures—that is, manures which supply the ash-constituents to a plant—the result, so far as it concerns clovers and other legumes, is invariably the same, for in every case where nitrogenous manures have been applied, either as nitrate of soda or sulphate of ammonia, the clovers and many other miscellaneous plants—*Labiatae Ranunculaceae Compositae*—have gradually died away. This is probably due to the

increased luxuriance of the stronger-growing grasses, which in the struggle for existence have gradually driven out the other plants, and not to the prejudicial influence of the nitrogenous manures upon the clovers, &c.

In dry seasons, nitrate of soda is more efficacious than sulphate of ammonia. The usual dressing for corn is 1 to $1\frac{1}{2}$ cwt. per acre, and the larger amount should give an increase in case of wheat of 4 bushels of grain and half a ton of straw.

A guarantee of its purity should always be obtained when purchasing this manure, as, on looking through the chemist's reports of the Royal Agricultural Society, instances will be found in which manure has been sold containing much less than the recognised proportion of nitrate of soda.

Sulphate of ammonia, prepared from the waste liquor of gasworks, and now from the products of the distillation of coal in coke-ovens, or else from the distillation of blood, bones, and other animal matter, is generally sold as of 97 per cent. purity. In such a salt there will be 20·5 per cent. nitrogen, equivalent to about 24 per cent. ammonia; or a cwt. of sulphate of ammonia contains about 23 lbs. of nitrogen, equivalent to 28 lbs. of ammonia.

Sulphate of ammonia, at the present time, is selling at £11 10s. per ton, and at this price, as in nitrate of soda, nitrogen in the form of ammonia is worth 6d. per lb.

This manure may be used with advantage upon soils rich in phosphates and containing a fair percentage of lime, and those rich in organic matter, as on many moss-lands. When used as a top-dressing its action is not so rapid as that of nitrate of soda, but in damp weather it is more satisfactory, as it is somewhat firmly retained by the soil, and not so liable to be washed out by the rain.

Like nitrate of soda, it has little or no effect upon leguminous crops, except indirectly, and then prejudicially. In

soils which do not contain a large amount of lime, its repeated use is to be discouraged, unless steps are taken to restore the lime which is carried away by the drains in the form of nitrate and sulphate of lime.

In dry climates sulphate of ammonia may be used in the autumn, as it is not so rapid in its action, nor so soluble as nitrate of soda; but, generally speaking, in England, it is best to apply it in the spring.

Experiment has shown conclusively that when nitrogenous salts are applied to corn-crops, or to arable land generally, the beneficial effects to succeeding crops is inappreciable. Reference to, and a few words in explanation of, Table 4 will, I think, sufficiently prove this. The table gives the amount of wheat obtained from three plots at Rothamsted. Plot 5 has been manured continuously for 32 years with cinereal manures, whilst plots 17 and 18 each received the same dressing of cinereal manures and a large quantity of ammonium salts *alternately*. We are thus able to compare every year the yield from a plot manured with cinereals succeeding a previous application of ammonium salts, with a plot receiving cinereal manure alone, *every year*. In every case the application of nitrogen in the form of ammonium salts has given a greatly-increased yield—the produce has been frequently double of that from the plot receiving cinereal manure alone,—and again, in nearly every instance, when in the following year cinereal manure has been applied, the yield has fallen in amount to that obtained from the plot receiving cinereals every year without the alternation of salts of ammonium. The average for 32 years shows that the yield from plot No. 5 is only half a bushel per acre per annum less than that from the plot on which cinereals succeeded salts of ammonium, but on the plot receiving salts of ammonium the average increase in the yield is 15 bushels. The non-effect or absence of

residual nitrogen when applied in the form of ammonium salts is evident. In short, when applied to arable land, nitrogen in the form of ammonium salts is practically exhausted that year in the crop, or otherwise. When, however, applied to grass-land, through the nitrogen being stored up in the plant, both in the herbage and roots, its effect may be seen for two or three years. Season will have a great effect upon its duration. In a wet season, on grass-land, much of the manure may be washed away through the drains before the plants have had time to assimilate it, and no effect will be seen after the first year.

Continued or frequent application on this class of land has a tendency to produce a very coarse herbage, the stronger grasses predominating.

In purchasing this manure a guarantee of its purity should be received before paying for it.

Guano, of which there are two main classes, phosphatic and ammoniacal, is a manure consisting chiefly of the dried excrement and remains of birds and sea-fowl. When it has not been exposed to the action of rain it contains a large amount of nitrogenous matter and phosphates; when, on the other hand, it has been deposited in a rainy district the nitrogenous matter is decomposed, and most, if not all, of the nitrogen is washed away, and phosphatic guanos are the result.

Peruvian guano is, perhaps, the best example of an ammoniacal guano. This contains 8 to 10 per cent. ammonia and 12 per cent. phosphoric acid. *Megillones*, on the other hand, only contains about 1 per cent. ammonia, but more than 30 per cent. phosphoric acid.

Ammoniacal guanos are used with beneficial effect upon wheat and pasture, but in the former case there is little residue left to benefit succeeding crops. When compared with good farmyard-manure 5 cwt. of this class of guano

contains nearly as much phosphoric acid, and quite as much ammonia, as 10 tons of farmyard-manure; but, as its action is far more rapid, the immediate effect is more marked than in an equivalent quantity of farmyard-manure, whose action extends over a number of years.

Phosphatic guanos are used principally upon roots and pasture.

This valuable manure, owing to the great variation in its constituents, even in unadulterated specimens, ought always to be bought by analysis.

The value of the principal constituents in guano is very difficult to fix, but it may be taken for granted that nitrogen in this class of manure is worth much the same as in nitrate of soda or sulphate of ammonia, and that in all three cases its beneficial action is practically exhausted in the first year.

The phosphoric acid must be put at a higher price than the same ingredient can be bought in other manures; but, even taking this liberal view, the present selling price of guanos is far too high, if we only take into account the value of the constituents.

Bones, which are applied in the form of "half-inch," "quarter-inch," and "bone-meal," vary in the rapidity of their action with the state of division in which they are applied, and the nature of the land on which they are sown. The finer the state of division (in which the bones are applied) and the lighter the land, the more rapid their action, and therefore the smaller amount of bones required to ensure a quick return; when, however, "half-inch," or even "quarter-inch," bones are used on heavy land, a much larger dressing is necessary to give anything like an adequate and rapid return.

The value of bones as a manure is due to the nitrogen and phosphate of lime they contain, the usual quantity being

about 3·5 per cent. of the former and about 45 per cent. of the latter, equivalent to 22 per cent. of phosphoric acid.

“Steamed bones” or “boiled bones,” and “bone black” or “animal charcoal,” are valuable as phosphatic manures, but contain little or no nitrogen.

Superphosphate. In nature, compounds of lime and phosphoric acid occur to a considerable extent, but from their form of combination they are of little use agriculturally. When treated with sulphuric acid the insoluble phosphate of lime is converted into soluble monocalcic phosphate, sulphate of lime being formed at the same time. This is superphosphate. A superphosphate will always contain some of the undissolved phosphate; this amount depends upon the way the manure is made, and also upon the nature of the original mineral.

Inferior guanos, which hardly pay to use as such, and bone-ash, make the best superphosphate. The value of a superphosphate depends upon the amount of “soluble phosphate” present. By this term is meant the amount of original tricalcic phosphate rendered soluble.

In superphosphates prepared from coprolites and the commoner mineral phosphates, this amount will be about 25 per cent., but in those prepared from selected minerals rich in phosphates, as apatite, it may rise to over 40 per cent.

The present price of superphosphate 26 per cent. “soluble” guaranteed, is £2 12s. 6d. per ton; and from this we can calculate that phosphoric acid present in the form of “soluble phosphate” is worth 2½d. per lb.

It is usually sold at so much “per unit” of “soluble phosphate,” a unit signifying 1 per cent. per ton—*i.e.*, 22·4 lbs. “Soluble phosphate” is now quoted at about 2s. 3d. per unit.

Not all the phosphate present in the mineral or guano,

as the case may be, is rendered "soluble" by the action of the acid. The insoluble phosphate from the former has *no* value, but that from the latter is generally estimated at one-half of the value of the soluble phosphate. Superphosphate made largely from bones is known as "dissolved bones."

Superphosphate is applied with the most beneficial result to turnips and root-crops generally. It produces vigorous growth in the plant's early existence, and thus enables it to get over the ravages of insects. A usual dressing is 3 cwt. per acre, and this, in average seasons, will give an increase of 5 tons in the crop.

Rain does not wash the superphosphate out into the drains in the same way as it does nitrogen; but the value of the manure is much depreciated by the soluble phosphates which are not used by the crop reverting into a state in which they are with difficulty soluble. Experiment, however, seems to show that much of this may be recovered, and is extremely valuable to succeeding crops, if they have a sufficient supply of nitrogen available.

In the case of swedes, 5 tons remove 8 pounds of phosphoric acid (*cf.* Table 2); but in 3 cwt. of superphosphate, "26 per cent." soluble, there are 36 pounds of phosphoric acid, and there are thus left in the soil 28 pounds available for future use.

Superphosphate, when applied in unison with nitrogenous manures to barley, is most beneficial. Thus at Rothamsted a dressing of $3\frac{1}{2}$ cwt. of superphosphate, with nearly $2\frac{1}{2}$ cwt. of nitrate of soda, gave an increase of about 13 bushels, taking the average of 32 years, over the plots where the same quantity of nitrate of soda had been used alone.

An average crop of barley, 40 bushels of grain and a ton of straw, requires 20 lbs. of phosphoric acid; so that, supposing 3 cwt. of superphosphate had been applied to the

crop, there would be left as a residue in the soil, from the supply of this manure, 16 pounds of phosphoric acid.

When applied to autumn-sown wheat superphosphate has very little effect; in this case the wheat-plant has a much longer time to forage for its supplies, and also goes much further and deeper afield than the comparatively shallow-rooted barley.

Kainit.—This manure generally contains 13-14 per cent. of potash (K_2O), so that at its present price per ton, £2 2s. 6d., potash costs 1½d. per lb.

This and other manures containing potash produce the greatest effect upon pasture and potatoes, but care should be taken in their use, as many soils are well supplied with potash, so that in such cases it is useless to supply this class of manures.

On sandy soils, poor in potash, its application to root-crops, and even cereals, is sometimes attended with very marked beneficial results.

We must not forget that kainit, in addition to potash, contains much magnesia, sulphuric acid, and chlorine, all of which may be of use to the crop.

Lime.—The use of lime is attended in many cases with the most beneficial results. To soils that are naturally deficient in it, by its application a plant-food will be supplied. This action, however, is quite subordinate to the part it plays in rendering more readily available to the plant, food already existing in the soil. It acts more especially upon the nitrogenous organic matter in the soil, freeing the nitrogen, and helping in its conversion into ammonia and nitric acid, and thus making it available for the crop. It also acts on the mineral matters of the soil, and exerts beneficial physical action. Lime also is necessary for the process of nitrification already referred to, and it plays a

very important part in favouring the absorption of other more valuable constituents of plant-food.

Its action is spread over a great number of years, and, so far as is at present known, there seems to be a fairly regular gradation of exhaustion; so that it is fair, when a number of years are agreed upon as the length of time during which its effect lasts, to assume that at the end of half that time only half the benefit will have been derived from the application.

Before leaving this part of my subject and passing on to the foods, let me call your attention to Table No. 5, showing the effect of seasons upon crops. Here it will be seen that, when 1863 is compared with 1879 with every advantage as far as manure is concerned, the difference in yield of corn and straw is much more affected by season than by the most liberal application of manures.

Having treated, in many cases rather hurriedly, some of the principal artificial manures, I will just say a few words about feeding-stuffs, directing my remarks more especially to the cakes.

An inspection of Table No. 6, in which the analysis of different feeding-stuffs is given, will greatly help to elucidate what I am going to say. When it is remembered that for feeding purposes the value of a food depends upon the albumenoids, fat and soluble carbohydrates, and only to a small degree upon the ash, but that for manurial purposes its value depends upon the nitrogen in the albumenoids and the phosphoric acid and potash in the ash, the fact will readily be admitted that cost of a food has little or even nothing to do with estimating its value as a manure. To give an example. Wheat at the present time is worth about £7 15s. a ton, and cotton-cake £5 15s.; but in the one case more than two-thirds of the food is carbohydrates, of no manurial value whatever, only 11 per cent. albumenoids, and about

1½ per cent. ash; in the other case (that of cotton-cake) 41 per cent. are albumenoids, 7·8 per cent. ash (of which a large proportion is phosphoric acid and potash), and only 18 per cent. carbohydrates. Is not taking the relative cost as a basis of the manurial value of these two feeding-stuffs, to say the least of it, erroneous?

When the term “pure” is applied to *linseed-cake* it is a guarantee that the cake is made from seed so cleaned that it does not contain more than 5 per cent. of foreign seeds.

This cake may be adulterated by the addition of foreign seeds which are harmless, but when castor-oil-seeds and mustard-seeds are present they are directly poisonous, so that care should be taken as to the quality of the cake.

Again, modern machinery presses so much more oil out of the seeds than formerly that the resultant cakes are harder, more indigestible, and contain but a small percentage of oil.

The value of linseed-cake as a food depends principally upon the oil, albumenoids, and soluble carbohydrates, but as a manure upon the nitrogen present in the albumenoids and phosphoric acid and potash found in the ash. Reference to the Table No. 1 will show that in a ton of linseed-cake there are 106 lbs. of nitrogen, 44 lbs. of phosphoric acid, and 31 lbs. of potash. How much of this is assimilated by the animal, and how much is available for manure, I shall treat of shortly.

Decorticated and *Undecorticated* cotton-cake are made from cotton-seeds; but in the former much of the indigestible fibre of the husk of the seed is removed. Their value as a food, as in the preceding case, depends upon the oil, albumenoids, and carbohydrates present; but very great care is necessary in using the undecorticated variety, as by its indigestibility it is frequently fatal to pregnant and very young

animals, to which, for this reason, it should never on any account be given.

Reference to Table No. 1 will show the large quantity of nitrogen, phosphoric acid, and potash present in a ton of this food, much of which is ultimately available as manure.

I have already remarked, and by the comparison of wheat and decorticated cotton-cake attempted to show, that to take the cost of a feeding-stuff as a basis in estimating its manurial value is erroneous; but the question then arises, What are we to take as a basis? This important question Sir J. LAWES and Dr. GILBERT have attempted to answer by a table they have published, in which a manurial value to each of the principal foods is given; and although at the present time the prices are a little high, yet, as a guide to a satisfactory solution of the difficulty, I think the table is invaluable, and that the labour which the construction of so elaborate a table involves has not received proper recognition from those interested in agriculture.

The principle upon which the total or original manure-value of different foods has been calculated and published in the table referred to is, broadly speaking, as follows:—

Experiment has shown how much of any particular food it takes, *when judiciously mixed* with other foods, to give one part of fattening increase in the live weight of oxen and sheep. Working upon this basis, after deducting the amount so assimilated by the animal, the residue is available for manure. The next point to consider is the amount of manure-constituents present in the original food, and what proportion of this is carried off in the fattening increase.

A course of experiments lasting over some considerable period has shown what proportion of the manure-constituents is so monopolised, and upon the result of these experiments the calculations are mainly based.

This point may, perhaps, be made clearer by giving an

example. Take linseed-cake. It has been proved that six pounds of linseed-cake produce one pound increase in live weight, or one ton of linseed-cake always *judiciously mixed* with other foods would give an increase of 373 lbs. In a ton of linseed-cake there are 106·4 lbs. of nitrogen, 44·8 lbs. of phosphoric acid, and 31·36 lbs. of potash. Thus, assuming only fattening increase to be produced, the amount of nitrogen, phosphoric acid, and potash which would be found in the 373 lbs. increase in live weight is deducted from the amount in the original food, and the sum of these constituents (nitrogen being calculated as ammonia), taken at a price per lb., gives the original or total manure-value.

The price at which the constituents are taken I think too high at the present time, but obviously it is liable to variation with every change in the market-price of manures. Ammonia is taken at 6*d.* per lb., but, as I pointed out earlier in the paper, this constituent in nitrate of soda and sulphate of ammonia can now be bought at this price per lb. In these two artificial manures, however, all the beneficial action is exhausted, practically speaking, in the first crop—that is, we pay for some immediate benefit, but ammonia derived from feeding-stuffs is not so readily available. It is obvious that the nitrogen of these food-residues is in different forms which have very different values owing to their different degrees of availability—*e.g.*, the nitrogen of the urine is very easily nitrified, and therefore of about the same value as in nitrate of soda, whilst the nitrogen of the undigested matter of straw resists decomposition, possibly for years. Under these circumstances I think that 4*d.* would be nearer the mark as the price per lb. for the ammonia derivable from feeding-stuffs.

Again, superphosphate containing 26 per cent. “soluble phosphate” can be bought at £2 12*s.* 6*d.* a ton, and, as I have already pointed out, the price of a pound of phosphoric

acid in such a manure is $2\frac{1}{3}d.$ Without going into the consideration that here again the return of phosphoric acid from the use of the feeding-stuffs is spread over a number of years, it must be admitted that the charge of $3d.$ a lb. for this constituent is too high.

The same remarks apply to potash, a pound of which, in kainit, can be bought at $1\frac{3}{4}d.$, but which, in the table under review, is calculated at $2\frac{1}{2}d.$

It is true that in the food-residues the materials are on the farm and there is no extra carriage to pay, but there are sets-off against this advantage.

These differences in price may seem trifling, but when the manurial value of these several ingredients, as set forth in Table No. 1, is compared with their value calculated on the proposed scale, the subject, I hope, will prove to have been worthy of our consideration.

Thus, in linseed-cake 123 lbs. of ammonia give £2 1s., as against £3 1s. 8d.; 41.59 lbs. of phosphoric acid at $2.3d.$, instead of $3d.$, is 8s., as against 10s. 5d.; and 31 lbs. of potash at $1\frac{3}{4}d.$, instead of $2\frac{1}{2}d.$, is 4s. 6d., instead of 6s. 5d.; making a total under this revised scale of £2 17s. 10d. for the total or original manure-value, as against £3 18s. 6d. in Sir J. LAWES' table.

In the case of decorticated cotton-cake by the revised scale, we get £3 17s. 1d., as against £5 13s., and in undecorticated cotton-cake £2 7s. 1d., as against £3 8s. 8d. Roughly speaking, by taking the revised prices, the manurial value of the various feeding-stuffs in the long list will be reduced one-third.

The above estimates are founded on the assumption that fattening increase alone is produced. Were we to consider the total or original money-value, had the cake, &c., been used for store or young animals or milch cattle, we should find that the above prices had to be very considerably modified.

Take, as an example, the case of milk-production. In a Paper* by Sir J. LAWES on "The Products of the Cow," he points out that a cow in full milk removes 10 times as much nitrogen as a fattening ox, and in another paper read before the Royal Society†, he shows that seven times as much potash is removed by a cow in full milk as by a fat ox.

Without going into the question as to whether his figures are a little high, taking them as a basis of the altered conditions of feeding, the manurial value of linseed-cake will now be £1 18s. 3d., made up as below, as against £2 17s. 10d. when fattening increase is considered.

Nitrogen		£ s. d.		
Total in cake, used by animal.				
106·4	— (10 × 4·74) = 59 lbs. = 71 lbs.			
of ammonia at 4d.	- - -	1	3	8
Phosphoric acid, no change	- - -	0	10	5
Potash.				
31·36	— (7 × ·41) = 28·49 lbs. at 1½d.			
per lb.	- - -	0	4	2
		<u>£1 18 3</u>		

These figures show that the manure produced by cows in full milk fed upon linseed-cake is not so valuable as that produced by fattening animals; and corresponding results would be obtained were we to consider the cases of store or young animals.

It is, however, not only on the animals from which it is derived that the value of manure depends. There must be a great difference in the worth of manure made in boxes and that made in open yards exposed to the weather.

Again, the value of manure made by sheep fed on cake

* *Agricultural Students' Gazette*, vol ii., p. 130.

† On "The Composition of Ash of Entire Animals and of Certain Separated Parts," *Transactions Royal Society*, 1883, p. 883.

in the spring will be different from that made by the same animals in the autumn.

Such considerations as these show how difficult it is to estimate the original manure-value arising from the consumption of cattle-foods, even without going into the question of exhaustion, and that any tables must be taken more as guides than as binding either upon landlord or tenant.

In treating of exhaustion of manures and the duration of food-residues in the soil, the nature of the soil ought to be taken into consideration. In a light soil the beneficial effect is much sooner exhausted than in a heavy soil. Again, the cleanness of the land and the kind of farming—whether suitable or not to the district, and also whether there was any real occasion for the use of the particular manure—ought to be taken into account before the sum awarded as the value of improvements to an incoming tenant is finally settled.

Into the question of exhaustion I am sorry that time does not permit me to enter, but, as a proof of the fact that the influence of manure is felt long after its application, let me direct your attention to Table No. 7, in which the effect of farmyard-manure upon succeeding barley-crops is seen long after its discontinuance.

In this table is shown the produce of two barley-plots at Rothamsted, one of which, for 20 years previous to 1871, had received farmyard-manure every year, and the other had received no manure of any kind, with the result that at the end of 20 years the one which had been treated with farmyard-manure had a crop of 54 bushels to the acre, while the crop from the unmanured plot was only 16 $\frac{3}{4}$ bushels. The manured plot was then divided, and on one half no further manure was applied; and although the produce of this half naturally fell off from the large crops yielded by its more

fortunate neighbour, still in 1883, 12 years after the farm-yard-manure had been discontinued, 35½ bushels of barley were harvested from this plot, being 19 bushels more than that obtained from the plot which had been unmanured every year from the commencement of the experiments. These figures show more conclusively than any words the long-continued after-effect of farmyard-manure.

From statistics which I have collected from different parts of the country (England) I find that great diversity of opinion prevails as to the compensation to be allowed for the use of artificial manures; in the majority of cases their benefit to succeeding crops is ignored altogether, and it has therefore been agreed that no compensation may be claimed for their use by an offgoing tenant except in the case of lime and bones.

In awarding compensation for the use of feeding-stuffs, it seems, in cases which have come under my notice, to be the very general rule to take original cost as the basis on which the claim has to be made. The unfairness of this method I have already alluded to. The Newcastle Farmers' Club is an exception to this general rule. The members of this club have gone very thoroughly into the subject, and have not only worked out a table of manurial values for the commoner foods, but have also made out a scheme of exhaustion for the several manures and feeding-stuffs, in which the cleanness of the land plays a most important part. Very proper distinction is also made between arable and pasture lands.

In the Paper* by Sir J. LAWES and Dr. GILBERT already referred to, an elaborate scheme for estimating the unexhausted manure-value of cattle-foods is worked out on the assumption that fattening increase only is produced. Eight years is taken as the limit during which beneficial

* "Valuation of Unexhausted Manures," *Journal Royal Agricultural Society of England*, No. xlii., pp. 591—611.

results may be expected to follow the use of purchased and other artificial foods; and from what I have already pointed out in the case of barley when farmyard-manure had been discontinued, and from other experiments of a similar character, to which I have not had time to refer you, I do not think that, under favourable circumstances, this limit of eight years is at all an extreme one. It is presumed that a ton of purchased food is used on every acre each year. The manure-value, as shown in Table 1, is taken as the starting-point, and then for all foods, except the hays and straws, one-half the original manure-value is deducted the last year, and one-third from year to year each year up to the eighth; for hays and straws, on account of the large amount of indigestible matter they contain, two-thirds of the original manure-value is deducted for the last year, and only one-fifth from year to year to the eighth. In discussing this scheme the authors say:—"We do not, however, at all assume that there is no difference in the activity of the manure from the different foods thus classed together, or that their unexhausted residue will be available at exactly the same rate. Then, again, it is obvious that to assume the consumption and the manure-value to be the same on each acre in each year is not strictly in accordance with the facts, as one year the food will produce animal increase, and another year increase in crops, and so on. But to have attempted to fix a different scale for each food and for each year, according to such circumstances, would have been to assume a knowledge which we do not possess. We have thought it better, therefore, to submit the Table for the consideration of those interested, as the best approximation to the truth we are at present able to provide."

With such words as these I think I cannot do better than conclude my Paper; but before doing so my hearty

thanks are due to Professor KINCH, of the Royal Agricultural College, Cirencester, for his kindness in looking over my Paper, and for the very valuable suggestions which he has given me in treating this wide subject; and I hope that I have not wholly failed in the object I set before myself at the outset—namely, to bring under the notice of The Institution the best available data for considering this important question, and to indicate on what lines compensation should be arrived at; and it only remains for me now to thank the Members for their kind attention and the patience with which they have listened to me this evening.

Outline showing the Data, Method, and Results of the Estimation of the Original Manure-Value of Cattle-Foods after Consumption.

Description of Food.	NITROGEN (per Ton).					PHOSPHORIC ACID (per Ton).					POTASH (per Ton).					Total original Manure- Value.
	Total in Food.	Consumed by Animal.	Remaining for Manure.	N. equal to Ammonia.	Value at 6d. per lb.	Total in Food.	Consumed by Animal.	Remaining for Manure.	Value at 3d. per lb.	Total in Food.	Consumed by Animal.	Remaining for Manure.	Value at 2½d. per lb.			
	lbs.	lbs.	lbs.	lbs.	£ s. d.	lbs.	lbs.	lbs.	£ s. d.	lbs.	lbs.	lbs.	£ s. d.	£ s. d.		
Cotton-Cake (decorticated)	147.8	4.38	143.4	174.2	4 7 1	69.4	2.96	66.48	16 8	44.8	0.38	44.4	9 3 3	5 13 0		
Cotton-Cake (undecorticated)	84.0	3.56	80.4	97.7	2 8 10	44.8	2.41	42.39	10 7	44.8	0.31	44.4	9 3 3	8 8 8		
Linseed-Cake.	106.4	4.74	101.6	123.4	3 1 8	44.8	3.21	41.59	10 5	31.36	0.41	30.95	6 5 3	3 18 6		
Beans	89.6	4.06	85.54	103.9	2 11 11	24.6	2.75	21.9	5 6	29.12	0.35	28.7	6 0 3	3 3 5		
Peas	80.6	4.06	76.5	93.0	2 6 6	19.04	2.75	16.3	4 1	21.5	0.35	21.15	4 5 2	15 0		
Oats	44.8	3.79	41.01	49.8	1 4 11	13.4	2.5	10.8	2 8	11.2	0.33	10.8	2 3 1	9 10		
Wheat	40.3	3.95	36.3	44.2	1 2 1	19.0	2.68	16.3	4 1	11.8	0.34	11.5	2 5 1	8 7		
Barley	36.96	3.95	33.0	40.1	1 0 1	16.8	2.68	14.1	3 6	12.32	0.34	11.9	2 6 1	6 1		
Maize	38.0	3.95	34.13	41.4	1 0 9	13.4	2.68	10.76	2 8	8.29	0.34	7.9	1 8 1	5 1		
Malt-Coombs	87.3	3.56	83.8	101.8	2 10 11	44.8	2.4	42.4	10 7	44.8	0.31	44.5	9 3 3	10 9		
Wheat-Bran	56.0	3.16	52.8	64.2	1 12 1	80.6	2.1	78.5	19 8	32.5	0.27	32.2	6 8 2	18 5		
Brewers' Grains																
Clover-Hay	53.76	2.03	51.7	62.8	1 11 5	12.7	1.38	11.4	2 10	33.6	0.18	33.4	7 0 2	1 3		
Meadow-Hay	33.6	1.9	31.7	38.5	0 19 3	8.9	1.28	7.6	1 11	35.8	0.16	35.6	7 5 1	8 7		
Bean-Straw	20.16	1.29	18.8	22.9	0 11 6	6.7	0.88	5.84	1 5	22.4	0.11	22.29	4 8 0	17 7		
Wheat-Straw	10.08	1.36	8.72	10.6	0 5 4	5.3	0.92	4.46	1 1	17.9	0.12	17.8	3 8 0	10 1		
Potatoes	5.6	0.47	5.1	6.2	0 3 1	3.3	0.3	3.0	0 9	12.3	0.04	2.28	2 7 0	6 5		
Mangels.	4.9	0.3	4.6	5.6	0 2 10	1.5	0.2	1.3	0 4	8.96	0.03	8.93	1 10 0	5 0		
Swedes	5.6	0.26	5.34	6.5	0 3 3	1.3	0.18	1.16	0 4	4.93	0.02	4.91	1 0 0	4 7		
Turnips (White)	4.0	0.19	3.84	4.7	0 2 4	1.12	0.13	1.00	0 3	6.72	0.02	6.7	1 5 0	4 0		

TABLE No. 2,

Showing the Amount of Nitrogen, Potash, and Phosphoric Acid per acre removed by ordinary crops.

	Weight of Crop.		Nitrogen.	Potash.	Phosphoric Acid.
	At Harvest.	Dry.			
	lbs.	lbs.	lbs.	lbs.	lbs.
Wheat, Grain, 30 bushels	1,800	1,530	33	9.7	14.3
„ Straw . . .	3,158	2,653	12	18.2	8.4
Total Crop . . .	4,958	4,183	45	27.9	22.7
Barley, Grain, 40 bushels	2,080	1,747	35	9.8	16.2
„ Straw . . .	2,447	2,080	12	21.6	4.4
Total Crop . . .	4,527	3,827	47	31.4	20.6
Oats, Grain, 45 bushels .	1,890	1,625	38	8.5	11.8
„ Straw . . .	2,835	2,353	14	29.6	7.1
Total Crop . . .	4,725	3,978	52	38.1	18.9
Meadow Hay, 1½ tons .	3,360	2,822	49	56.3	12.7
Red Clover Hay, 2 tons .	4,480	3,763	102	87.4	25.1
Beans, Grain, 30 bushels	1,920	1,613	77	23.0	22.3
„ Straw . . .	2,240	1,848	22	58.1	9.2
Total Crop . . .	4,160	3,461	99	81.1	31.5
Turnips, Root, 17 tons .	38,080	3,126	71	108.6	22.4
„ Leaf . . .	11,424	1,531	49	40.2	10.7
Total Crop . . .	49,504	4,657	120	148.8	33.1
Swedes, Root, 14 tons .	31,360	3,349	74	63.3	16.9
„ Leaf . . .	4,704	706	28	16.4	4.8
Total Crop . . .	36,064	4,055	102	79.7	21.7
Mangels, Root, 22 tons .	49,280	5,628	96	191.1	34.0
„ Leaf . . .	18,233	1,654	51	71.4	15.1
Total Crop . . .	67,513	7,282	147	262.5	49.1
Potatoes, Tubers, 6 tons	13,440	3,360	47	75.4	24.1
„ Haulm . . .	4,274	954	20	1.1	2.7
Total Crop . . .	17,714	4,314	67	76.5	26.8

TABLE No. 3.

Table showing the Relative Value of the different Manurial Constituents in several Manures.

NITROGENOUS MANURES.		
Relative Value of Nitrogen.		Percentage of Nitrogen.
10	Nitrate of Soda	15·6
	Sulphate of Ammonia	20·0
	Guano	1·0—12·0
	Blood (dried)	10·0—13·0
	Fish-Refuse (Guano)	8·0—10·0
	Soot	1·0—2·0
9	Meat (Frey Bentos Guano)	6·0—10·0
8	Refuse Cakes	3 0—5·0
8	Refuse Bones	3·6
7—6	Bones (Coarse)	3·6
5	Shoddy	5·0—10·0
4—3	Hair	5·0—10·0
1	Leather	13·0—15·0
5	Farmyard-Manure	0·4—0·7

PHOSPHATIC MANURES.		
Relative Value of Phosphoric Acid (P ₂ O ₅).		Percentage of Phosphoric Acid (P ₂ O ₅).
10	Bone Superphosphate	12·0—15·0
10	Mineral Phosphate	11·0—20·0
9	Precipitated Phosphate	30·0—33·0
9	Steamed Bones	25·0—30·0
9	Guanos	12·0—30·0
8	Bone-Ash	33 0
8	Bone-Meal	23·0
8	Frey Bentos Guano	17 0
7	Fish-Guano	8·0—16·0
6	Finely-ground Coprolites	24·0—26·0
7	Crushed Bones	23 0
5—4	Other Mineral Phosphates	20·0—40·0
5	Farmyard-Manure	0·2—0·4

POTASSIC MANURES.		
Relative Value of Potash (K ₂ O).		Percentage of Potash (K ₂ O).
10	Sulphate of Potash	50·0
9	Chloride of Potassium (Muriate of Potash)	80·0
7—6	Kainit	12·0
7	Wood-Ashes	5·15
5	Farmyard-Manure	0·4—0·7

TABLE No. 4,
Showing the Non-Effect of Nitrogenous Residues upon Succeeding Crops.

This Table shows the bushels of Dressed Grain and Total Produce (Corn and Straw) upon Plots 5, 17 & 18, at Rothamsted; 5 being manured with mixed cinereal manure alone during whole period; 17 & 18 receiving *alternately* cinereals and salts of ammonia.

	BUSHEL PER ACRE, DRESSED CORN.			TOTAL PRODUCE, CORN AND STRAW.		
	Plot 5.	Plots 17 & 18.	Plots 17 & 18.	Plot 5.	Plots 17 & 18.	Plots 17 & 18.
	Cinereal Manure every year. Bushels per acre Dressed Corn.	Cinereal Manure alone. Bushels per Acre Dressed Corn.	Salts of Ammonia only. Bushels per Acre Dressed Corn.	Cinereal Manure alone.	Cinereals only.	Salts of Ammonia only.
8 Years, 1852—1859 .	19	18 $\frac{7}{8}$	32 $\frac{3}{8}$	3191	3285	5988
8 Years, 1860—1867 .	15 $\frac{1}{4}$	16 $\frac{1}{4}$	31 $\frac{1}{4}$	2450	2696	5297
8 Years, 1868—1875 .	14	15	28 $\frac{1}{2}$	2144	2404	4781
8 Years, 1876—1883 .	12 $\frac{5}{8}$	12 $\frac{1}{4}$	27 $\frac{3}{4}$	1899	1869	4930
32 Years, 1852—1883 .	15 $\frac{1}{4}$	15 $\frac{5}{8}$	30	2421	2551	5237

TABLE No. 5.

Table showing the Effect of Seasons upon Crops. (Wheat.—Rothamsted.)

Harvests.	Unmanured.		14 Tons Farmyard-Manure.		400 lbs. Ammonia Salts.		Mineral Manures alone.		Mixed Mineral Manures and 200 lbs. Ammonia Salts.		Mixed Mineral Manures and 400 lbs. Ammonia Salts.	
	Corn.	Straw.	Corn.	Straw.	Corn.	Straw.	Corn.	Straw.	Corn.	Straw.	Corn.	Straw.
1853	Bushels, 5½	Cwts. 12½	Bushels, 19½	Cwts. 30½	Bushels, 9½	Cwts. 18½	Bushels, 10½	Cwts. 18½	Bushels, 18	Cwts. 24½	Bushels, 23½	Cwts. 33½
1854	21	19	41½	39½	34½	32½	24½	22½	34½	35½	45½	49½
1860	12½	13½	32½	30½	15½	19½	15½	14½	22	24½	27½	27½
1863	17½	14½	44	38½	39½	31½	19½	15½	39½	33½	53½	52½
1864	16½	12	40	34½	32	25½	16½	12½	31½	30½	45½	44½
1868	16½	8½	41½	37½	24½	19½	17½	12	28½	23	39½	34½
1877	8½	6½	24½	20½	17½	11½	11½	7½	14½	10½	19½	16½
1879	4½	6½	16	20	4	8	5½	7½	10½	14½	16½	26½
1884	13	8½	32½	30½	24½	20½	15½	10½	26	22½	38½	36½
Mean of 32 years.	13½	11½	33½	31½	20½	19½	15½	13½	24½	22½	32½	33½

TABLE No. 6.
Percentage Composition of Ordinary Foods.

Food.	Water.	Albumi- nous Matter.	Nitrogen.	Fat.	Soluble Carbohy- drates.	Fibre.	Ash.	Phosphoric Acid.	Potash.	Cost per Ton in London, Nov. 2nd.	
										£ s. d.	
Cotton-Cake (decorticated)	10.0	41.2	6.60	14.0	18.0	9.0	7.8	3.10	2.00	5 15 0	
Cotton-Cake (undecorticated)	11.5	24.6	3.75	6.2	30.2	20.8	6.7	2.00	2.00	4 17 6	
Linseed-Cake	12.0	28.1	4.75	12.0	30.3	11.0	6.6	2.00	1.40	8 5 0	
Beans, at 32s. per 512 lbs.	14.5	25.5	4.00	1.6	45.9	9.4	3.1	1.10	1.30	7 0 0	
Peas, at 32s. per 512 lbs.	14.3	22.4	3.60	2.0	52.5	6.4	2.4	0.85	0.96	7 0 0	
Oats, at 20s. 6d. for 312 lbs.	13.0	12.9	2.00	6.0	53.8	10.8	3.5	0.60	0.50	7 7 0	
Wheat, at 32s. for 504 lbs.	14.4	11.3	1.80	1.5	68.1	3.0	1.7	0.85	0.53	7 2 0	
Barley (Grinding), at 21s. for 448 lbs.	14.0	10.6	1.65	2.0	63.7	7.1	2.6	0.75	0.55	5 5 0	
Maize, at 21s. 6d. for 480 lbs.	11.4	10.4	1.70	5.1	68.5	3.0	1.6	0.60	0.37	5 0 6	
Malt-Dust	9.5	23.7	3.90	2.2	44.9	12.5	6.8	2.00	2.00	10 0 0	
Wheat-Bran	14.0	14.2	2.50	4.2	50.4	11.1	6.1	3.60	1.45	4 5 0	
Brewers' Grains	77.4	4.8		1.4	9.7	5.3	1.5				
Clover-Hay	16.0	12.3	2.40	2.2	38.2	26.0	5.3	0.57	1.50	4 15 0	
Meadow-Hay	14.3	9.7	1.50	2.5	41.0	26.3	6.2	0.40	1.60	4 0 0	
Bean-Straw	16.0	6.3	0.90	1.0	36.7	35.0	5.0	0.30	1.00	1 17 6	
Wheat-Straw	14.3	3.0	0.45	1.5	32.6	44.0	4.6	0.24	0.80		
Potatoes	75.0	2.1	0.25	0.3	20.5	1.1	1.0	0.15	0.55	3 10 0	
Mangels	88.5	1.2	0.22	0.1	8.2	1.0	1.0	0.07	0.40	0 17 0	
Swedes	89.3	1.5	0.25	0.2	7.3	1.1	0.6	0.06	0.22	0 17 0	
Turnips	91.7	1.1	0.18	0.2	5.3	1.0	0.7	0.05	0.30	0 15 0	

TABLE No. 7,

*Showing the Effect upon Succeeding Crops of Farmyard-Manure
Residue as exemplified by Barley Experiments at Rothamsted.*

DRESSED GRAIN PER ACRE—BUSHELS.

	Un- manured every year.	FARMYARD-MANURE.				
		Every year, 1852-1883.	Un- manured since 1871.	Con- tinuous. + or - Un- manured after 20 years.	+ Unmanured.	
					Manured every year.	Un- manured after 1871.
1860	13 $\frac{1}{4}$	41 $\frac{5}{8}$	—	—	28 $\frac{3}{8}$	
1861	16 $\frac{1}{4}$	54 $\frac{3}{8}$	—	—	38 $\frac{1}{8}$	
1862	16 $\frac{1}{2}$	49 $\frac{3}{4}$	—	—	33 $\frac{1}{4}$	
1863	22 $\frac{7}{8}$	59 $\frac{1}{2}$	—	—	36 $\frac{3}{8}$	
1864	24	62	—	—	38	
1865	18	52 $\frac{3}{4}$	—	—	34 $\frac{3}{4}$	
1866	15 $\frac{7}{8}$	53 $\frac{1}{8}$	—	—	37 $\frac{1}{4}$	
1867	17 $\frac{1}{8}$	45 $\frac{5}{8}$	—	—	28 $\frac{1}{2}$	
1868	15 $\frac{5}{8}$	43 $\frac{5}{8}$	—	—	28	
1869	15 $\frac{1}{8}$	46 $\frac{7}{8}$	—	—	31 $\frac{3}{4}$	
1870	13 $\frac{1}{2}$	47 $\frac{1}{2}$	—	—	34	
1871	16 $\frac{3}{4}$	54 $\frac{1}{4}$	—	—	37 $\frac{1}{2}$	
1872	10 $\frac{1}{4}$	38 $\frac{7}{8}$	38 $\frac{1}{4}$	+ 0 $\frac{5}{8}$	+ 28 $\frac{5}{8}$	+ 28
1873	14	54 $\frac{1}{4}$	47 $\frac{1}{2}$	+ 6 $\frac{3}{4}$	+ 40 $\frac{1}{4}$	+ 33 $\frac{1}{2}$
1874	17 $\frac{5}{8}$	64 $\frac{1}{2}$	46 $\frac{1}{2}$	+ 18	+ 46 $\frac{7}{8}$	+ 28 $\frac{5}{8}$
1875	12 $\frac{1}{2}$	45 $\frac{1}{2}$	32 $\frac{1}{2}$	+ 12 $\frac{3}{4}$	+ 32 $\frac{3}{4}$	+ 20
1876	12 $\frac{3}{4}$	45	31	+ 14	+ 32 $\frac{1}{4}$	+ 18 $\frac{1}{4}$
1877	17 $\frac{1}{8}$	52	36	+ 16	+ 34 $\frac{7}{8}$	+ 18 $\frac{5}{8}$
1878	10	46 $\frac{1}{4}$	21 $\frac{1}{8}$	+ 24 $\frac{3}{8}$	+ 36 $\frac{1}{4}$	+ 11 $\frac{1}{8}$
1879	6 $\frac{1}{4}$	36 $\frac{3}{8}$	16 $\frac{3}{8}$	+ 20	+ 30 $\frac{3}{8}$	+ 10 $\frac{3}{8}$
1880	18 $\frac{3}{8}$	65 $\frac{1}{4}$	41 $\frac{5}{8}$	+ 23 $\frac{3}{8}$	+ 46 $\frac{3}{8}$	+ 22 $\frac{3}{4}$
1881	17 $\frac{5}{8}$	53 $\frac{3}{4}$	29 $\frac{3}{4}$	+ 24	+ 35 $\frac{7}{8}$	+ 11 $\frac{7}{8}$
1882	18 $\frac{3}{8}$	60 $\frac{3}{4}$	35	+ 25 $\frac{3}{4}$	+ 42 $\frac{3}{8}$	+ 16 $\frac{5}{8}$
1883	16 $\frac{1}{4}$	58 $\frac{1}{2}$	35 $\frac{1}{2}$	+ 23	+ 42 $\frac{1}{4}$	+ 19 $\frac{1}{4}$

TABLE No. 8,

Showing the Nitrogen recovered and not recovered in Increase of Produce for 100 applied on Experimental Plots at Rothamsted.

Plot.	WHEAT, 20 YEARS. 1852-1871.		Per Cent. recovered.	Per Cent. not recovered.
	Manure, per Acre per Annum, used.			
6	Cinereals and 200 lbs. Ammonia Salts (41 lbs. N.)		32.4	67.6
7	Cinereals and 400 lbs. " (82 lbs. N.)		32.9	67.1
8	Cinereals and 600 lbs. " (123 lbs. N.)		31.5	68.5
16	Cinereals and 800 lbs. " (164 lbs. N.), for 13 years		28.5	71.5
9A	Cinereals and 550 lbs. Sodium Nitrate (82 lbs. N.)		45.3	54.7
2	Farmyard-Manure, 14 tons (200 lbs. N.)		14.6	85.4
BARLEY, 20 YEARS. 1852-1871.				
4A	Cinereals and 200 lbs. Ammonia Salts (41lbs. N.)		48.1	51.9
4AA	{ 400 lbs. Ammonia Salts (82 lbs. N.), 6 years 200 lbs. " (41 lbs. N.), 10 years }		49.8	50.2
	{ 275 lbs. Sodium Nitrate (41 lbs. N.), 4 years }			
4C	{ 2,000 lbs. Rape-Cake (95 lbs. N.), for 6 years 1,000 " (47.5 lbs. N.), for 13 years }		36.3	63.7
7	Farm-Yard Manure, 14 tons (200 lbs. N.)		10.7	89.3

Scheme of Compensation adopted by the Newcastle Farmers' Club.

The Three Classes into which the Scheme apportions the Compensation to be paid are thus explained by the Committee who drew it up:—

“ The First Class to mean that when in regard to an ‘improvement’ the effects were very beneficial from the management generally having been good and judicious: Second Class, when these conditions had not been so meritorious; and Third Class, when the conditions had been bad.”

Boning of Land with undissolved Bones.

		Arable and Hay Meadow.	Pasture.
1st Class.	Exhaustion each crop	$\frac{1}{8}$	$\frac{1}{10}$
2nd Class.	Ditto	$\frac{1}{4}$	$\frac{1}{8}$
3rd Class.	Ditto	$\frac{1}{8}$	$\frac{1}{8}$

Liming of Land (Magnesian Limestone and Gas-Lime accepted).

		Arable and Hay Meadow.	Pasture.
1st Class.	Exhaustion each crop	$\frac{1}{10}$	$\frac{1}{20}$
2nd Class.	Ditto	$\frac{1}{8}$	$\frac{1}{16}$
3rd Class.	Ditto	$\frac{1}{6}$	$\frac{1}{12}$

Dissolved Bones and Phosphates, Phosphatic Guanos, Ground Phosphates, Kainit, and Fish-Guano.

		Arable and Hay Meadow.	Pasture.
1st Class.	Exhaustion each crop	$\frac{1}{8}$	$\frac{1}{8}$
2nd Class.	Ditto	$\frac{1}{2}$	$\frac{1}{4}$
3rd Class.	Ditto	all	$\frac{1}{2}$

Ammoniacal Guanos.

		Arable and Hay Meadow.	Pasture.
1st Class.	Exhaustion each crop	$\frac{1}{8}$	$\frac{1}{8}$
2nd Class.	Ditto	$\frac{1}{2}$	$\frac{1}{4}$
3rd Class.	Ditto	all	$\frac{1}{2}$

Sulphate of Ammonia and Nitrate of Soda.—That no Compensation be paid for these Manures when applied to Arable Land.

When applied to Grass-Land.

1st Class.	Exhaustion each crop	$\frac{1}{8}$
2nd Class.	Ditto	$\frac{1}{2}$
3rd Class.	Ditto	all

Farmyard-Manure.

		Arable and Hay Meadow.	Pasture.
1st Class.	Exhaustion each crop	$\frac{1}{8}$	$\frac{1}{9}$
2nd Class.	Ditto	$\frac{1}{4}$	$\frac{1}{7}$
3rd Class.	Ditto	$\frac{1}{3}$	$\frac{1}{6}$

Town-Manure (Scavenger).

		Arable and Pasture.
1st Class.	Exhaustion each crop	$\frac{1}{4}$
2nd Class.	Ditto	$\frac{1}{3}$
3rd Class.	Ditto	$\frac{1}{2}$

*Residuary Manurial Value left by the Consumption of (purchased)
Artificial and other Foods. For every Ton used:—*

	Value of Residuum.
	£ s. d.
Decorticated Cotton-Cake (containing about 6 per cent. Nitrogen, 16 per cent. Oil)	3 0 0
Linseed and Rape-Cake ($4\frac{1}{3}$ per cent. Nitrogen, 11 per cent. Oil)	2 10 0
Undecorticated Cotton-Cake (3 per cent. Nitrogen, 6 per cent. Oil)	2 0 0
Beans, Peas, Tares, Lentils, Linseed, Malt-Dust	1 10 0
Wheat, Oats, Barley, Bran, Maize, Malt	1 2 0
Hay and Locust-Beans	0 16 0
Straw of Beans, Oats, Wheat, Barley, and Peas	0 11 0
Potatoes	0 4 0
Mangel-Wurzel, Carrots, and Turnips	0 3 0

Manurial Residue from the foregoing Goods.

		Arable and Hay Meadow.	Pasture.
1st Class.	Exhaustion each crop	$\frac{1}{4}$	$\frac{1}{6}$
2nd Class.	Ditto	$\frac{1}{3}$	$\frac{1}{4}$
3rd Class.	Ditto	$\frac{1}{2}$	$\frac{1}{3}$

“Crop” in every case to mean the produce of one year.

DISCUSSION.

Mr. A. M. DUNLOP (Fellow) had much pleasure in moving a vote of thanks to Mr. DICKSON for his very excellent Paper, which could not fail to be most useful to the Members of the Institution. It was impossible to discuss a Paper on so technical a subject without careful perusal, and for this reason it had been arranged to postpone the discussion until the next Meeting. He, therefore, further moved that this course be adopted.

Mr. J. W. KEMSLEY (Fellow) having seconded the vote of thanks and the motion for adjourning the discussion,

THE CHAIRMAN invited remarks on the Paper from any gentleman present whose engagements would not permit him to attend the next Meeting.

Mr. J. LOOKER (Fellow) expressed his regret at the decision that had been come to of postponing the discussion until the next Meeting. He hoped it was not customary to take this course, as it might be attended with some inconvenience to Members living at a distance who were not always able to attend the adjourned discussion.

THE CHAIRMAN explained that the course taken was quite exceptional. It had, in fact, been adopted in the interest of the Members who were not prepared to deal with this abstruse question and with such a mass of figures without having the Paper in their hands previously.

Mr. LOOKER (resuming) said he did not intend to discuss the Paper scientifically, but there were one or two small points of a practical nature to which he would briefly refer.

He agreed with Mr. DICKSON that the experiments made by Sir JOHN LAWES had not received such general

recognition at the hands of agriculturists as they deserved. No man had done so much in this country for agriculture generally as Sir JOHN LAWES. He also agreed with him that the cost price of an article was not what ought to be taken into consideration in valuing residues. It was far better to take the value of the materials it produced. Sir JOHN LAWES had assumed a manurial value for linseed-cake of £2 19s. 5*d.* a ton. It would be interesting to learn from those gentlemen who had had the advantage of having studied at Cirencester, where the £2 19s. 5*d.* was coming back from in the shape of wheat, barley, and oats at their present prices? He thought that Mr. DICKSON had done wisely in reducing the price from 6*d.* to 4*d.* a lb. He observed also that in the same table undecorticated cotton-cake was represented as leaving a residue of the value of £3 5s. 4*d.* per ton. As this cake could be bought at the present time for £5 10s. per ton, it appeared to him very short-sighted of farmers not to use more of it, if the residual value was as much as that given in the paper; but perhaps some of the gentlemen experienced in chemistry, and who would, no doubt, take part in the discussion, would be able to throw some light on the point.

He would only refer to one other item—viz., that of mangel-wurtzel, which was supposed to leave a residual value of 5s. per ton, but taking the cost price as a guide he could not reconcile this with his experience, as there were quantities now offered for sale at 5s. per ton. He would not trouble them further than to express the great pleasure he had received from the Paper, and a hope that the discussion would be worthy of it.

Mr. G. D. YEOMAN (Fellow) wished to ask the reader of the Paper one or two questions. He understood him to say that 6 lbs. of oil-cake gave an increase of live weight of 1 lb.

Was that in the case of fat beasts or young beasts, or cows or sheep? And was it not almost more accurate to state that 6 lbs. of oil-cake would increase the dead weight, not the live weight, 1 lb.? Mr. DICKSON had also remarked that lime and bones were the only two things allowed for by some recent understandings. He would like to know if that was what he meant.

Mr. DICKSON: In the case of linseed-cake the experiments were made upon fattening, not store animals, and 6 lbs. of this class of food yielded 1 lb. of *live* weight, not dead weight. Of course, store animals assimilated more than fattening animals. In reply to the second question, lime and bones were the only artificial *manures*, for the use of which in many cases compensation would be allowed.

Mr. YEOMAN said that if a fat beast ate 6 lbs. of cake he would weigh 6 lbs. more from eating it, if weighed at once, and in that way alone could *live* weight be ascertained.

He had often heard it said that if a man drank a pint-tumblerful of water, he would weigh 1 lb. more after it. He did not exactly understand how 6 lbs. of cake would make a difference of 1 lb. live weight, or how this statement could be proved.

Mr. DICKSON replied that immediately after eating the 6 lbs., the animal might weigh 6 lbs. more, but it voided 5 lbs. of the cake, and only assimilated 1 lb.

Mr. YEOMAN said he doubted whether it was correct to assume that 6 lbs. of cake only made an increase of 1 lb. of butcher's meat, offal, and skin together.

He thought that 6 lbs. of cake would make 1 lb. of increased *dead* weight.

Mr. DRUCE observed that Mr. DICKSON had stated that manure made by sheep, fed exactly in the same way, was of different value when made in the spring and in the autumn. He would be glad to know why.

Mr. DICKSON explained that he meant this simply as a question of unexhausted value. It would hardly be fair to put the same amount on cake used in the autumn as on cake used in the spring, because in the autumn a good many nitrates and other constituents got washed away by the rain.

The vote of thanks having been put and carried unanimously the motion for adjournment was then agreed to.

AT

THE ORDINARY GENERAL MEETING,

Held on Monday, February 21st, 1887.

MR. E. P. SQUAREY (VICE-PRESIDENT) IN THE CHAIR.

The adjourned discussion on the Paper by Mr. T. A. DICKSON (Fellow), read at the Ordinary General Meeting of Monday, February 7th, 1887, entitled "Artificial Manures and Feeding-Stuffs and their Residues," was resumed by

Mr. A. M. DUNLOP (Fellow), who said that he feared he had shown some temerity at the last Meeting in moving the adjournment of the discussion. The Paper was extremely technical, and demanded more study than he had been able to bestow upon it. His remarks, therefore, would be of the briefest.

With reference to Mr. DICKSON's remarks at the bottom of page 178, as to the necessity of making good the loss sustained by the sale of milk and meat off the farm, some 20 years ago, he (Mr. DUNLOP) had practical experience in the county (Cheshire) to which Mr. DICKSON's remarks applied, and he well remembered a tenant-farmer asking him if the landlord would allow some bones for a very poor field. He went to see it, and agreed to allow him 10 cwt. of raw bones to the acre, and hardly anybody would believe the difference it made in the land in two years. It became, in fact, one of the best fields on the farm. He had ever since adopted a similar system where the land was suitable, as he

had found nothing equal to bones as an artificial manure. It was often asserted that the food or grass consumed by two dairy-cows in milk would feed three bullocks from $2\frac{1}{2}$ to 3 years old. This fact was worth the consideration of the valuer in arriving at an estimate of the inexhausted benefit in the land.

The author referred, on page 180, to the loss of nitrates from the winter rains. The loss from the same cause in the case of farmyard-manure, where exposed to the weather, was now a fact very generally recognised. Everyone who could do so, now used boxes or covered sheds for cattle, thus keeping the manure protected and saving much of its valuable properties, which would be lost by exposure. All his own cattle were kept under cover, and the manure taken from the boxes and yards was collected to a centre covered yard, from which it was carted direct to the fields. Much heavier crops could be grown with less manure in this way, than under the old system of exposing it to the weather in heaps.

At page 181 the author, in speaking of lime, said, "Lime" is a special instance in which the action of the manure as a "plant-food is very subordinate to its action in inducing or "controlling chemical action in the soil." He (Mr. DUNLOP) considered that lime, applied to some kinds of land, was most valuable, especially if followed with good farmyard-manure.

He did not quite understand the distinction drawn by Mr. DICKSON between "general" and "special" manures. He had no faith himself in general artificial manures, farmyard-dung being the only general manure that he was disposed to recommend. Artificial manure should only be applied for special purposes, and with a proper knowledge of the soil and of the probable effects of its application, or disappointment might result.

The author asked (page 193), "What are we to take as a basis?" No doubt it would be more correct to take the manurial value of such food as a basis for estimating what amount of compensation should be allowed for the residues, than the original cost; but this would entail complications not easily got over. Take, for instance, a farmer who had used say 80 tons of cake over a period of 8 years, or 10 tons a year on part dairy stock, part store or young stock, and part feeding stock, and bearing in mind that the residues from these were of different manurial value, the question would arise, what are the proportions of manurial residues from being fed for meat; fed for bone and muscle; or fed for dairy produce?

The Paper abounded in useful suggestions, and tended toward the establishment of a scientific basis for the calculation of manurial value; but, excellent as it was in its way, it was only a step in this direction.

It would be a very great advantage if local institutions could be established throughout the country for the dissemination of knowledge of the kind contained in the Paper among farmers, who were at present without the means of meeting and discussing matters of the kind. This was certain, that, unless we could grow larger crops and at less cost than at present, this country would be permanently driven by the foreigner out of the field of agricultural production.

Mr. F. J. LLOYD (Visitor) said he would try to follow the admirable opening of the discussion, though from, perhaps, a more scientific point of view.

This was one of the most important subjects which land-agents would have to consider, not only now but in the future, and it was essential that students should obtain, as early as possible, very accurate and very clear views

thereon; otherwise, they would fail to satisfy practical farmers, and, instead of becoming valuable arbitrators on the question, would only make matters worse.

He thought the Institution was doing an immense amount of good in the education which they were ensuring future land-agents by their examinations and by these valuable Papers, and, if he did not entirely agree with the author of this one on some points, he thought it a most admirable Paper on a most difficult subject.

To illustrate his remarks he would like, in the first place, to draw a simile between a farmer and a merchant. A man who started as a merchant had, presumably, a certain amount of capital and a certain amount of knowledge, and hoped by the joint application of those possessions to convert them into something tangible and profitable. Part of this capital he would spend upon machinery, and part upon the substance which he was going to work with. He might, for instance, be a clothier, and anticipating a long and severe winter would prepare for it by the production of a certain amount of warm clothing. If he erred in his estimate, he might be a loser; if he were accurate in his calculations, he might be a gainer; and so, to a certain extent, the individual knowledge of that man would regulate his success. The same was the case in farming—to a great extent it depended upon the farmer's ability. But there was another aspect. If a manufacturer had to remove from his premises, he could take with him all the material which he had gathered together and his machinery; but when a farmer had to remove from the land he had been farming, he could not take away the raw material which he had put into his business, and the question arose, To what extent would that raw material benefit the one who succeeded him? A farmer, in the first instance, would endeavour to make his

land as rich as possible, because, as all knew, the largest crops would be obtained from the richest land, and that general manuring had, undoubtedly, a tendency to raise and enhance the value of the land and of future crops. But there was a manuring which would enhance the value of one crop only; such he would term special manuring—for instance, the application of nitrate of soda as a top-dressing. Now, there was always an element of uncertainty in every business beyond the control of the man, and in every business there was a loss if that element of uncertainty were against a man. It was so in farming. The element of uncertainty in farming was the weather, and when the weather was against a farmer, and the crops failed because of it, the farmer had no right whatever to look to the future occupier of the farm, or to his landlord, to compensate him for the natural result of a natural law. He should like to illustrate this by a reference to the table showing the effect of the seasons on the production of wheat (Table No. 5). He thought Professor FREAM would bear him out when he stated it was a recognised fact amongst botanists that wheat would take from the soil all those mineral constituents which would be necessary to build up a crop before the seed in that wheat began to form. If the weather were favourable, a large yield of seed might be obtained; if the weather were not favourable, a small yield, and yet the amount of stored-up material would be exactly the same. For instance, in 1853 the corn weighed 10 bushels; in 1860, 15 bushels; the mean of 32 years was 20 bushels, and in 1868 there was as much as 25 bushels of corn, and yet in all these cases, practically, the same amount of straw. The amount of mineral matter taken out of the soil to build up those crops was, in all probability, very similar, the 19 cwt. of straw having taken up sufficient to produce a full yield of corn, though the

amount of corn obtained depended on the state of the weather; not so the exhaustion of the soil. The exhaustion of the soil, and of any special manure employed, he considered, would be practically the same in all cases. This was a most important matter in treating of compensation.

He had laid down the law to his students, and still held, that manures applied to a crop to benefit that individual crop should not be compensated for, but that manure which benefits the ground generally should be. Bones, which were mentioned by Mr. DUNLAP, would essentially enhance the value of the ground, and their benefit be felt, not for one year only, but for many years, and there must be compensation for all such manures.

To this end it would be most useful if they could find some relative value for manures. Table No. 3 attempted to give such values, but he very strongly objected to that table. It associated together manures which would only benefit an individual crop and manures that would benefit a succession of crops; and he would like to see all the special manures, such as the more active nitrogenous substances, struck out of the table altogether. Further, he objected to the relative values as given. Of nitrogenous manures, blood and fish-refuse were compared with nitrate of soda and sulphate of ammonia, both of which contained nitrogen, readily soluble and taken up by plants, but the same could not be said of blood or fish-refuse. Those were organic substances, and organic matter containing nitrogen was very slowly decomposed in the soil, and yielded its nitrogen gradually. He would put blood, fish-refuse, meat-refuse, and bones together. Then, shoddy and hair together, as being difficult of decomposition, and yielding their nitrogen very slowly. Of the "phosphate" manures, he would place bone, superphosphate, mineral superphosphate, and guanos together, all containing phosphates

soluble in water. Precipitated phosphates stood alone. There was no other manure of the same nature. Next came bones and bone-meal, and he thought he might say farmyard-manure, because it had been proved, by LIEBIG and others, that the decomposing action of organic matter rendered phosphate of lime easy of assimilation by the plant. Finally, there were the mineral phosphates.

He would now pass on to the more difficult and more important question of the residual value of feeding-stuffs which had been consumed on the farm. He was afraid we were ignorant of so much, that it was almost like the blind trying to lead the blind, though he said it with all due respect to those who had worked in the past ; at the same time he felt their knowledge on this very important subject was uncertain. In the first place, there was no proof that the nitrogenous material consumed by animals which passed into their dung remained in that dung. He believed there was a considerable loss of nitrogen every moment which intervened between the formation of the dung and the placing of it on the land, which loss could never be estimated. All knew that urine was converted into carbonate of ammonia, and that no manure could be turned over without giving off, perceptibly to everyone, a strong smell of carbonate of ammonia, and he believed if experiments were made on the atmosphere above the dung, even in the best roofed yard or pit, that atmosphere would be found to contain large quantities of ammonia which had been given off from the fermenting dung. No substance could go on fermenting without loss of that substance, and when a nitrogenous fermentation was going on forming carbonate of ammonia (the most volatile of ammoniacal salts) there must be a continual loss of ammonia. That, he thought, was the reason why practice was not found to carry out the views of theory on the subject. But there was a portion of nitrogenous organic matter in farmyard-

manure which did not easily decompose, in fact only with the greatest difficulty.

The experiments of Sir JOHN LAWES on barley, given in Table No. 7, showed how very slow was the action of that portion in the soil, and how long its benefit was felt on the subsequent crops.

While, therefore, he admired the Paper as trying to lay down some definite laws and rules to guide land-agents, yet he thought, at the same time, both land-agents and farmers should press scientific men and aid them to investigate the subject further, and not rest content or feel too sure that they knew how, justly, to compensate for unexhausted improvements.

Professor W. FREAM (Associate), in referring to Mr. DUNLOP's remarks as to the difference between general and special manures, said the distinction was very well exemplified on page 203, where was presented a table showing nitrogenous manures, phosphatic manures, and potassic manures. It would be observed that farmyard-manure found a place under each of these three heads—a point in which it differed from all the other manures mentioned.

With regard to the phosphatic manures, which were tabulated on page 203, he was rather surprised not to find amongst them a fertiliser which had excited considerable interest within the last year or two. He alluded to that obtained by the grinding-up of the basic slags, which were a bye-product of steelworks, in which the Thomas-Gilchrist process was employed. For years there had been accumulating, outside the great steelworks of this country, huge piles of mineral rubbish derived from the breaking-up of the linings of the Bessemer converters—strong vessels in which iron was converted into steel. During the process of conversion, the phosphorus contained in the crude iron—but the presence of which would be detrimental to the quality of the manu-

factured steel—passed into the lining substance of the converter, and the question arose as to whether this slaggy material held the phosphorus in such a manner that it would be available for plant-food. Recent experiments made by colleagues of his own at Downton, and by French and German investigators, had amply demonstrated that finely-ground basic cinder, or Thomas slag, as it was also termed, possessed a considerable manurial value, and he hoped Mr. WARINGTON would be able to tell them in the course of the evening what results had followed from his experiments with this new candidate in the manurial market. The smarter commercial aptitude of the Germans had enabled them to steal a march upon us, and he knew of one great steel company in England which had contracted to supply ground cinder, at the rate of 50,000 tons per annum, for three years, at about 13*s.* per ton, to a German firm. It was true that the process of grinding, for which special machinery was necessary, would cost about 4*s.* 6*d.* per ton; but that would yield to the company a revenue of 8*s.* per ton upon material which not long ago was regarded as worthless. And yet an English firm had missed the opportunity of securing this material at the nominal price of 2*s.* per ton unground! So much has been heard of this new source of phosphorus, that he thought Mr. DICKSON might have included it in his list of phosphatic manures. In any case, it was probably destined to take an important place upon commercial lists of phosphatic manures, and at the present time the German firm already alluded to had established agencies for the sale of Thomas slag in London, the north of England, and Scotland.

A doubt had arisen in his mind as to whether the author had been well advised in reviving the term “cinereal” (Table No. 4, page 204), though, in an earlier part of the Paper (page 183), it was correctly defined as referring to

such manures as supply the ash-constituents to plants. Agricultural chemistry was so complicated a subject, and required so much preliminary knowledge of inorganic and organic chemistry, that an effort should be made to simplify rather than to render more difficult its terminology, particularly in a Paper intended for readers all of whom could not be presumed to be familiar with chemistry. A comparison of Table No. 4 (page 204) with Table No. 5 (page 205) would show that the term "cinereal manure," in the former, was replaced by the expression "mineral manure," in the latter, and this to the lay reader would be confusing. Both of the tables in question were quoted from the published reports of the Rothamsted experiments, and as Sir JOHN LAWES and Dr. GILBERT had for many years consistently made use of the term "mineral manures" as distinguished from "nitrogenous manures," he suggested it might be well to retain unaltered an expression which had become current on such excellent authority.

Respecting the Paper as a whole, he was very glad to see it, and Mr. DICKSON was to be congratulated on his essay. Such a Paper would not only prove useful and suggestive to the many Members of the Institution engaged in professional work, but would be valuable and instructive to the Students of the Institution. Indeed, he felt that the appearance of this Paper in their "Transactions" constituted one more guarantee, if any such were needed, of the unflagging interest which the Council had always shown in the welfare and instruction of their Students.

Dr. J. A. VOELCKER (Visitor) desired in the first place to compliment the author on what he considered, on the whole, a very careful Paper. It showed that he had undergone a very thorough training, and one which, if he might say so, all surveyors might undergo with advantage.

The Paper divided itself naturally into two portions. The first part was, so to speak, expository, and the second part controversial. With the expository portion of it he had very little fault to find; still there were some faults in it to which, if not wearying the Meeting, he would like to draw attention. The first passage was on page 181, in which the writer raised some objections to the application of superphosphates to wheat sown in the autumn. He ought to inform him that, in the experiments of the Royal Agricultural Society of England at Woburn, it was their universal practice to use superphosphates for the autumn-sown wheat, in the winter period, and the results obtained there were very much the same as those of Rothamsted, and it was found to be of material benefit. Therefore he must differ from the author in saying that the application, to autumn-sown wheat, of mineral manures, was of no particular consequence.

Though he did not stand there as an advocate of foreign imports, he must say a word in defence of Peruvian guano. On page 186 of the Paper the author stated that "Peruvian guano is, perhaps, the best example of an ammoniacal guano. This contains 8 to 10 per cent. ammonia and 12 per cent. phosphoric acid." Of course, those who were thoroughly conversant with these matters knew that at the present time Peruvian guano could be procured of all qualities. He (Dr. VOELCKER) spoke of natural Peruvian guano, and not of those qualities that were mixed. It could be got varying from 4 per cent. of ammonia to as high as 10 per cent., so that fixing a limit was a dangerous thing, and Mr. DICKSON's 8 to 10 per cent. should, therefore, be taken with some reservation. In some of these guanos potash very much abounded above the quantity in others.

Similarly, on page 187, the author said: "The value of

“ the principal constituents in guano is very difficult to fix,
 “ but it may be taken for granted that nitrogen in this class
 “ of manure is worth much the same as in nitrate of soda or
 “ sulphate of ammonia, and that in all three cases its
 “ beneficial action is practically exhausted in the first year.”
 That was a statement that he should not be inclined to accept. Certainly, as to nitrate of soda and sulphate of ammonia, they practically supplied only one constituent viz., nitrogen. His experiments and those at Rothamsted had shown that to be the case, and that their effect was exhausted in one year ; but as to guano there were no such results to show. His experiments had been to the reverse conclusion, and he should not be inclined to regard Peruvian guano in the same light as sulphate of ammonia and nitrate of soda. There were in guano, certainly, phosphates in large quantities, from 30 to 40 per cent., and it was not to be supposed, when the author said in the latter part of his Paper that the phosphates of mineral superphosphate were not lost to the land after the first year, that the phosphates in guano were lost. Therefore it behoved them, in considering the application of guano, not to put it in the same category as nitrate of soda and sulphate of ammonia. He would include under this consideration to some extent the ammonia also that guano contained. He did not think it was to be considered in quite the same way as that of the more evanescent salts.

The next remark he had to make referred to page 188, in which the author spoke of animal charcoal being valuable as a phosphatic manure. It was true that animal charcoal could be, by manure-merchants, converted into artificial manure of considerable use ; but it was not the fact that animal charcoal, applied by the farmer as such, would yield the same results as after it had been treated by a chemical process. If they thought of awarding compensation to

those who put animal charcoal direct on the land, he would very respectfully advise them not to do so. He had spoken to Sir JOHN LAWES about this, and he (Sir JOHN) told him he had tried it, and certainly it gave some result, but a very slow and a very small one indeed, and therefore it should not rank as a manure to be applied by choice, but as a material which would be better sent over to the chemical manure manufacturer.

He would next refer to insoluble phosphates. He did not feel so able to discuss this point as some gentlemen whom he might mention, but though he had to some extent depreciated them when compared with soluble phosphates, he must accord some merit to those who had maintained the virtue of them, especially when so strong an advocate as Professor FREEMAN spoke of the great value of phosphates which were insoluble, as distinguished from those that were soluble, in water. He was not prepared to say, as the author did, that insoluble phosphates were of no value, and would not advise him to go so far as that; but it was another matter whether they were of such value that a farmer should pay or a surveyor allow for them in making his calculations.

In the second paragraph of page 189 there was a statement, which he thought rather bold, as to the application of superphosphate—viz.: “A usual dressing is 3 cwt. per acre, and this, in average seasons, will give an increase of 5 tons in the crop.” Anyone who came to him (Dr. VOELCKER) he could send away very happy if he could promise him a certain increase by the application of a certain manure; but though his experience had been fairly large, and that of his father much larger, he did not think he should be prepared to guarantee to anyone an increase of 5 tons as a return for the application of 3 cwt. of superphosphate. Therefore the author, he hoped, would pardon him when he said that surveyors, however clever they might be, could

not, he thought, go so far as to guarantee anything in the direction mentioned.

At page 190 the author spoke of the application of potash-manure. A good deal of attention had been drawn to this, and it would be well to look a little more closely into it. Some experiments he should have the pleasure of making (probably this year) would touch specially on this point. In addition to the sandy soils, spoken of in the Paper, there might well have been included chalky soils, because chalky soils themselves were, as a rule, very deficient in available potash, and it would appear that the additional use of potassic manures was of very considerable benefit indeed. Only two years ago he did not support this idea, and experiments at Woburn and a long series at Rothamsted did not result in favour of the application of potassic manures; but since then he had been watching the experiments of practical farmers and had obtained additional knowledge on this point, and he was strongly impressed in favour of experimenting further in this direction. A few months ago he saw a crop positively struggling for existence on a plot of land to which no potassic manure had been applied, while on a plot close by, the application of 1 cwt. of muriate of potash per acre produced an astounding result. He examined the matter thoroughly, and was well satisfied with the result. This year the attention of several agricultural societies would be directed to the point, and it was a subject that would attract a considerable amount of attention.

On page 192 there was a statement as to linseed-cake, and a fixed definition as to what "pure" constituted. He supposed that linseed-cake to a surveyor was pretty much the same all round, but to himself it was not quite the same thing. In fact, he was asked to discriminate between very small points, and the author would pardon him if he objected to his 5 per cent. definition. It was the custom of the trade,

but it did not follow that agricultural chemists must follow that. The presence of 5 per cent. of foreign matters or foreign seeds in linseed-cake did not constitute that cake pure, but it was quite possible, as the author said in the next paragraph, that the addition of castor-oil-seed and mustard-seed might make the cake not only undesirable to use, but positively poisonous; so, if one accepted his definition, it was possible to make cake from nothing but linseed, and to add poisonous ingredients, such as castor or mustard, and to make the cake thereby positively injurious, although containing less than 5 per cent. of impurities.

Therefore he set his face against the definite laying-down of the law as to the exact percentage which "pure" implied. As he understood it, each man must be somewhat of a lawgiver to himself, and say whether the cake could fairly pass muster or not, and take into account the substances which were likely to be injurious to health. If they were present he thought it was one's duty to condemn such a cake as unfit for food, whether it contained 95 per cent. of linseed or not.

On the same page (in the fourth paragraph) the author spoke of the value of linseed-cake as a food, and said it depended on the quantity of oil and albumenoids. There was one constituent omitted there to which he thought attention should be given, and that was the mucilage.

He could not pass over the remark of the author as to decorticated and undecorticated cotton-cake when he said, on the same page (192), that by using undecorticated cake, through its indigestibility, much harm might be done to stock. He agreed with the author that he did not see why one should, at present price, use undecorticated cake when decorticated could be obtained; but, at the same time, he could not shut his eyes to the fact that many stock-breeders of well-known repute kept to undecorticated cake, and nothing

would throw them off it. He should accept it, therefore, that there was something in it.

With much more aptness the term indigestibility had been applied to decorticated cake, which, from the process of manufacture employed, was frequently of a decidedly close texture and hard character by reason of so much oil being pressed out, as was at present the case. True, if it were properly ground and used with care, he believed the decorticated would be much more profitable food, but at the same time there must be a great deal of care exercised as to its use; so he was not prepared to endorse the statement of the author that undecorticated cake in certain cases should not be used at all. It was true if the fibre was of a very coarse nature, and if a quantity of cotton was left attached to the husk, it would have a facility for collecting in the stomach, and the fibre uniting with it formed into a sort of ball, which caused a great deal of mischief; but he should not like to say that undecorticated cake, used with due care, with other foods was likely to prove fatal, even in those circumstances that the author had mentioned.

He must say he thoroughly agreed with Mr. LLOYD as to Table 3, in which the author appeared to have gone rather beyond his depth. He should have hesitated to attach relative value to nitrogen in that table. He observed the mention of leather, and he would have refused to recognise it at all as a manure. He was aware it was a substance which was mixed with a number of artificial manures with the express purpose of running up the percentage of nitrogen. As stated in the table, it contained 13 to 15 per cent. of nitrogen; but he should not recommend farmers to use those manures the origin of the nitrogen of which was leather; therefore, the relative value of nitrogen in leather he should feel inclined to put as a minus quantity rather than the figure put in the table. He noticed that Professor FREAM objected to

the term "cinereal," though he did not object to the term "cinder," referring to basic cinder, of which he spoke in such glowing terms. That was a matter upon which he felt, for various reasons, bound to withhold his judgment for some time. There was the Professor's evidence, to which great weight must be given, and also that of the Professors of Downton College, as to the value of this manure. It had been his lot to have several experiments with it started in different parts of the country, and, on collecting the results, he had not found them favourable. In communicating with the promoters of these experiments, he was told that this was due to the fact that the manure was not sufficiently ground. Certain it was that it contained a large quantity of phosphoric acid, and it might, theoretically speaking, be very good manure, but at present he was not able to see his way to stating that it was so, probably owing, as he had said, to the fact that the manure was not in a sufficiently fine state of pulverisation. Until he could see that the manure, so ground, had produced satisfactory results, and until the farmer could guarantee that he had it supplied to him in a sufficiently fine state of pulverisation to give him those beneficial results, he could not see his way to recommending him to use it. He could not shut his eyes, at the same time, to the results which had been obtained abroad, but those had not, to his mind, been of a thoroughly satisfactory nature. Professor WAGNER, who had experimented very largely with it, had conducted his experiments in a way that he certainly could not quite approve; he meant the flower-pot system. English farmers wanted experiments on another system; not experiments in green-houses and with an atmosphere specially adapted, and where water-pots were taken round every day, but experiments on a broad scale according to nature's style of growth, and until this was done, and it had been clearly

shown that the material was a good one, he thought it would be as well to be on the safe side and to suspend judgment.

He would shortly discuss the last portion of the Paper—the part relating to the residual values of manures—a matter which must be all-important to surveyors, but as he had, perhaps, already trespassed too much upon the time of the Meeting, he would endeavour to condense his remarks as much as possible.

It must, he thought, be obvious that the table which Sir JOHN LAWES and Dr. GILBERT had drawn up, was one the essential value of which was that it was based on the results of actual experiments. The author found some fault with it, and proposed a revised scale, but his revised scale was nothing but a deduction from the original; therefore, while the author may have put the table in a somewhat unfavourable light to them, he (Dr. VOELCKER) wanted to bring them back to the original point, and to show that the table was practically the only one they had to go upon. It was the result of most accurate experiments, carried out on grounds which were most clearly put, and having, at all events, something definite to start from, when prices altered they could alter the tables accordingly. Not that the tables were put too high. They were made out at a certain time and under certain conditions, and it was no fault of those who had drawn them up that surveyors might say as the author did, that they could not be applied generally, *e.g.*, to cases of milking-cows and store-cattle. If much rain came down and washed out the manurial constituents, it was not the fault of the table. The results were based on actual experiments, and all the author had remarked went to show the need of more of them. Where they were to be got from, and how many lives might be expended in getting clear details, would take

him too long to go into; but he felt it was due, in justice to Sir JOHN LAWES and Dr. GILBERT, to call attention to the fact that before the tables existed, surveyors had really no basis whatever to calculate upon, and now at least they had data given them, and it was for them to make their allowances according to change of prices, and according to the different circumstances in which they might be placed.

He well remembered his father, speaking on the matter of compensation for manures, saying, "The best compensation is the crop you take off the land." If they were going to allow for all the manures that any farmer happened to put on, no matter whether they were wanted or not, they would make a very great mistake. How were they going to correct it? His answer, as a chemist, must simply be that it was for surveyors to educate themselves in the manner in which Mr. DICKSON had already done, and thus know what the different manures meant, what their natures were, and what their values were. They would then be in the possession of knowledge which would enable them to make allowance for certain facts and for altered conditions. If a farmer was on land where he had a long tenure, he would probably make improvements by the use of bones or lime. He was by those means making more or less permanent improvements, and it was perfectly right that for this he should have compensation, also for dissolved bones, but to give compensation, as it was given in many cases, for nitrate of soda and sulphate of ammonia, the whole object of which was to take off a certain crop and then say "good-bye" to the lot, was, he thought, a mistake. Therefore it behoved those who were considering this question to see what the treatment of the land had been, and what the natures of the different manures were, their likelihood to last, and what their effect on the after-crop would be. His attention was drawn to this

from a consideration of the experiments carried out, in different parts of the country, by the Bath and West of England Society. These would shortly be published, and perhaps it would be no breach of confidence on his part if he went into them a little. The subject was the effect of different artificial manures on wheat-crops, and one general conclusion from the report might be that artificial manures did not pay to use. It was a sad conclusion to come to, especially in these times, for though farmers were certainly badly off, artificial manure manufacturers were also badly off. It depended on the circumstances under which manure was applied, as to what good it was likely to do the future crop, and as to what compensation should be given. For instance, where a clover-crop preceded a wheat-crop, if a man chose to put on it a quantity of manure that was not needed, he would be sorry for the landowner who had to give any compensation for such manure, which was practically thrown away. It came back to what he had already said, that the consideration of the subject of unexhausted values depended, not on the actual application of any particular manure or cake, but upon the circumstances under which they had been employed. The Woburn experiments, which had been conducted for eight years, showed that maize-meal, given to sheep and supplied to the land as manure, had given the same results as decorticated cotton-cake.

It was a sad conclusion for the tables, and a sad conclusion for anyone who had to get compensation for the value put in, for they would say, "I am not going to pay for your decorticated cake when the same results can be got by a cheaper manure." But that did not upset the table. It was the fault of those who applied the manure if they did not apply it in such a way as to get the value out of it. Those were at fault who did not know the qualities of the land. If anyone thought he could take so many tons

of linseed-cake consumed on a farm and calculate straight-way so much for manurial value, and did not consider what were the previous circumstances of the farm, he would certainly fall into a great error. His only answer was, as he had said before, we must all study more, and go through the same course of training which the author of the Paper had already so successfully followed.

Mr. R. WARINGTON (Visitor) had hoped, by remaining a listener up to the present time, to have heard what the practical men had to say, but they were very silent. He thought they must feel the mistake they had made, for the chemists had got up, one after the other, and discussed many subjects which had not much to do with the question before them that evening. If they, as surveyors, had talked in a practical way, the chemists could, perhaps, have given them some hints, and corrected them here and there, and might have helped to put the ship on a straighter course.

One thing the surveyors must feel satisfied of, and that was that there was a very general agreement among the agricultural chemists that Mr. DICKSON's Paper had gone in a thoroughly right direction. There was very little in the Paper that agricultural chemists could find fault with. The general idea of the Paper was that on which Sir JOHN LAWES had for so many years been continually insisting, and which he thought had hitherto been almost entirely ignored by the farmers' clubs and local assessors—namely, that they were not to value the unexhausted residue of manure by the price originally given by the farmer, but by the constituents it contained ; that, in fact, a *chemical basis* should be taken for the valuation. If anyone had had anything to say against that general principle, it should have been said. The Woburn experiments had been referred to. They had been a standing argument with those who said we need not have anything

to do with the chemical composition of the food consumed in estimating the value of the manure. As Dr. VOELCKER had said, it had appeared that no better results were obtained from the manure from decorticated cotton-cake than from that obtained from maize-meal. He might have told them the reason of this. In the last report made by Dr. VOELCKER it was mentioned that, in the field where the experiments were tried, a crop of barley of 60 bushels per acre was produced without artificial manure, and in another portion of the field 17 tons of swedes with the use of only 3 cwt. of superphosphate. This would give an idea of the very high condition of the land at Woburn. Where the land was in such high condition it was useless to put on cotton-cake-manure, as even with maize-manure there was more food than the plant could take up. As Dr. VOELCKER said, one had not only to consider what was the amount of matter put into the land, but also whether the conditions were such that what was put into the land would be of any use to those who came after.

There was a statement in Mr. DICKSON's Paper which might give rise to a misunderstanding, with reference to Sir JOHN LAWES and Dr. GILBERT's table. They had hanging up before them a table with the names of various foods, and the "total value" of the manure arising from them. He wished it to be most distinctly understood that in no case whatever did Sir JOHN LAWES make use of that total value as a figure to be used for the purposes of compensation. That "total value" represented simply the full value of the nitrogen, phosphoric acid, and potash in that manure, just as it left the animal, reckoning these constituents at their price in the most powerful manures in the market. The highest charge that Sir JOHN LAWES asked the valuer to assess was *half that value*, so that when Mr. DICKSON said "Sir JOHN LAWES charges ammonia at 6*d.* per lb. I think

it should be 4*d.*," he should have remembered that Sir JOHN LAWES really charges the ammonia at 3*d.*, for he never makes an assessment of more than half the "total value" of the manures. His figures were, in fact, very moderate. At page 210 it was stated that the Newcastle Farmers' Club had allowed for decorticated cotton-cake a value of £3 per ton. Sir JOHN LAWES, instead of £3, allowed £2 16*s.* 6*d.* as the highest value at which that manure was to be assessed—*i.e.*, if the manure was made last year, and was just going to be put on the land, it was to be assessed at £2 16*s.* 6*d.* With linseed-cake the difference was greater. Here the Newcastle assessment was 50*s.*, and Sir JOHN LAWES' highest assessment was 39*s.*

The Paper so distinctly enunciated the principles on which the valuation should be based, that there was really very little to be said on the subject, as no objections had been raised.

There were one or two points that had been raised in the discussion to which he might call attention. He could not agree with what Mr. LLOYD said—that if manure were applied to benefit an individual crop there should be no compensation allowed. If a heavy dressing of superphosphate was applied to a crop of turnips, Mr. LLOYD would surely admit that a considerable residue would remain in the land for succeeding crops.

As to farmyard-manure, it was true, as Mr. LLOYD said, that there was liability to loss before it reached the field. It was partly because of this liability to loss that Sir JOHN LAWES had taken only half of the "total manure-value" as his estimate of the actual value of farmyard-manure. The losses of farmyard-manure arose largely from bad management. Experiments had been made by Dr. VOELCKER, Sen., at Cirencester, showing that in manure preserved from rain no considerable loss of nitrogen took place. On the other

hand, one must guard against keeping the manure too dry. If white-mould got possession of the manure there would soon, according to SCHLÖESING, be a considerable loss of nitrogen. The old plan recommended by BOUSSINGAULT was the best—viz., to put the manure into a pit, and to have a pump passing to the bottom, and in dry weather to pump up the liquid on to the heap again.

Then as to the word “cinereal” referred to by Professor FREEM. The term was introduced by HOFMANN. Nitrate of soda was really as much a mineral substance as potash salts; both were obtained from the bowels of the earth. The term “mineral” did not, therefore, accurately distinguish between nitrogenous and non-nitrogenous manures; this distinction was accomplished by the term “cinereal.” A cinereal manure was one composed of ash-constituents.

As to the phosphatic slag (Thomas) that had been referred to, experiments had been made, both at Rothamsted and at Redbourn; they were made on swedes, and were in every case successful. At Redbourn, the land had not received phosphatic manures for at least eight years; the last four crops had been unmanured; the land was, in short, in poor condition. The slag, employed alone, gave a crop of swedes of more than twelve tons to an acre. If it had not been a good manure, it would have been impossible to have got such a crop. At Rothamsted, also, there were good results from slag.

As to Professor WAGNER’s experiments, they appeared to have been most carefully conducted. They were made in zinc boxes, it was true; but this was simply because of the impossibility of getting the soil perfectly uniform in a field, and without perfect uniformity in the soil very exact comparisons of different manures could not be made. WAGNER’s experiments showed that 100 lbs. of phosphoric

acid in Thomas slag were about equal in effect to 60 lbs. of phosphoric acid in superphosphate.

Mr. J. MARTIN (Fellow) was surprised to hear Dr. VOELCKER say that he did not altogether agree with Mr. DICKSON's statement (p. 189) that "a usual dressing of superphosphate is 3 cwt. per acre," which, "in average seasons, gives an increase of 5 tons in the crop." He (Mr. MARTIN) could quite corroborate Mr. DICKSON. If land to which 3 cwt. was applied did not produce 5 tons of roots more than land without manure, it was a very bad sort of manure that was put on it. Mr. DICKSON would have been quite justified in somewhat amplifying his statement by saying *at least* 5 tons in the crop.

He did not, however, agree with Mr. DICKSON's remarks as to undecorticated cotton-cake. If the consumption of decorticated cake decreased as rapidly during the next as it had done during the past five months, it would go out of use altogether, for it had become dangerous to use it. The manufacturers were now making it so hard that the farmer was unable, without steam machinery, to crush it for use, and if there were the least mould on it, it was very injurious to cattle. In consequence of its hardness, the farmer, if he bought it at all, must buy it ready ground, and naturally regarded it with suspicion, as people regarded ready-ground coffee. What the farmer wanted was to buy it whole, then he could form some idea of the genuineness of what he was getting, without having to be constantly sending samples of it to Dr. VOELCKER for analysis.

He was surprised at Mr. DICKSON's objection to undecorticated cotton-cake. He was in the habit of using 300 tons of it a year, and had never lost any stock from it. He therefore contended that Mr. DICKSON was completely mistaken in regarding undecorticated cotton-cake as dangerous

to cattle. In Lincolnshire and Norfolk it was used very largely indeed—at least 3 tons of it for every ton of linseed, and a thousand tons of it for every 10 tons of decorticated cake. He admitted, and those who had used it knew for a fact, that it would not do for young calves, but for calves six or twelve months old a certain portion might be used with advantage, if mixed with roots. He might state further that mangel-wurzel, if given with linseed-cake, was completely thrown away upon cattle, but, if given with undecorticated cotton-cake, they would get fat on it. These were facts which could be relied on.

On page 197, the author had referred to the difficulty of estimating the original manure-value arising from the consumption of cattle-foods. The value assigned to manures, in Sir JOHN LAWES' table, showed how fair and equitable was the scale on which they had been allowing for cakes consumed on farms in Lincolnshire. It had been their rule to allow half the last year. Taking the cotton-cake and linseed-cake, which were the foods chiefly used in Lincolnshire, the united average cost was £6 15s. per ton, and, according to the table, the united average value amounts to £7 7s. 2d. Dividing the latter by two (assuming half cotton and half linseed used) the value was £3 13s. 7d., and the custom of the county of Lincoln would give half the cost, or £3 7s. 6d. It must be remembered, however, that there were good cakes and bad cakes, and it would not be right to allow the same for one as for the other, but the average he had mentioned was about as fair as any result that could be arrived at. Again, cake was much easier to use than corn for stock, and comparing the manurial value of the two, his experience told him that it was much better to use cake than corn, and that it gave better results. In conclusion, he would like to express his thanks to Mr.

DICKSON for his Paper, which contained a great deal of very useful information.

Mr. BERNARD DYER (Visitor) desired, as a chemist, to make a few remarks, especially on the subject of undecorticated cotton-cake referred to by the last speaker (Mr. MARTIN). He might say that his old master, the late lamented father of Dr. VOELCKER, in one of the earliest lessons he gave him on the subject of cake and cake-feeding, when on the subject of undecorticated cotton-cake, taught him that it had one special value of its own, over and above its value as ordinary feeding-stuff. This was in virtue of certain astringent effects due to the husks in it which often rendered it a valuable "corrective" to animals, when on over-luxuriant pasture or feeding largely on succulent food, like roots. It then caused a healthy assimilation of food; which probably accounted for its being the favourite thing that, he thought, undecorticated cake was with farmers.

There was no disputing the fact that the rough-and-ready method of allowing half-cost as compensation for cake consumed might, by happy accident, sometimes approximate to the real manurial value, but it was only by pure chance if it did so.

The gentleman who had just spoken (Mr. MARTIN) seemed to him to fail to grasp some of the points that his (Mr. DYER's) brother chemists had insisted on, and which Mr. DICKSON had insisted on in his Paper. He said, if he understood him rightly, that if the compensation was not based in some way on the cost of the cake, then if a farmer bought a high-priced cake he would get no more compensation than if he bought a low-priced one.

Mr. MARTIN explained that he was comparing it with Sir JOHN LAWES' price.

Mr. DYER, resuming, apologised if he had misunderstood Mr. MARTIN. There might be a difference of purity between two linseed-cakes. One might contain a very little mustard-seed or some rape or weed seeds, or something which, even if it did not make the cake injurious, spoiled its flavour or character, and this might make a difference of 30s. or £2 a ton in the market or consuming value, and yet the manurial value of both cakes might be practically the same, showing the fallacy of going on money-prices.

There were some small points he had noticed in the earlier part of the Paper, but to most of these Dr. VOELCKER had alluded. Mr. DICKSON, at page 180, said: "There is not the same necessity to supply nitrogenous manures to crops whose active growth extends into the autumn, because in such a case the natural production of nitrates in the soil is almost always sufficient." That might be to some extent true as to turnip-crops, but with regard to mangels and cabbages, at any rate, there were ample experiments, showing that those crops, growing as they did through the autumn, and almost into the winter, were largely benefited by the application of such manures as nitrate of soda and sulphate of ammonia.

As to Peruvian guano, he endorsed what Dr. VOELCKER said. Peruvian guano was a manure which seemed to have some special value of its own which they, as chemists, did not altogether understand. This year he had under his charge some field-experiments in cabbage in Sussex, and there they had succeeded in growing with Peruvian guano much better crops than with artificial mixtures of phosphates and nitrate of soda or ammonia salts. Whether it was the more intimate combination of the various manurial constituents in guano or not, it was not quite possible to say; but there was undoubtedly some property or properties in Peru-

vian guano which warranted its being sold at a higher price than ordinary artificial manures.

On page 196, as to milk-production, Mr. DICKSON spoke of a Paper by Sir JOHN LAWES on "The Products of the Cow," and the fact pointed out by Sir JOHN LAWES that a cow in full milk removed ten times as much nitrogen as a fattening ox. He thought Mr. DICKSON rather assumed, in comparing the residual value of cake fed to cows and to oxen, that the whole of that "ten times as much nitrogen" was taken out of the cake. Though the animal might take ten times as much nitrogen out of the food, it did not necessarily follow that it took ten times as much nitrogen out of the cake, which was but a portion of a mixed diet which otherwise contained a good deal of nitrogenous matter. The total manure would suffer, but part of the depreciation would be borne by the manure from roots, hay, &c.

Mr. H. C. NEWMARCH (Fellow) said he must confess himself, with due respect to the scientific mind, old-fashioned enough in his ideas to believe it impossible, for the present at any rate, to arrange compensation on a scientific basis. He could not agree with the gentleman who had just spoken that the present system was a happy-go-lucky one. These were questions which had to be dealt with every day, without running about to consult chemists, and he did not believe that the table, of which so much had been heard, was applicable. He was pleased that a Paper like this should be read at the Institution, and if the various societies throughout the country could have their attention directed to the formation of a scale of compensation founded on a scientific basis, it would be a great advantage to the country; but until this took place they must continue to go on the old lines, paying compensation according to what seemed to

be fair under the circumstances of each particular case. There were, he knew, a few clever scientific farmers scattered over the country, who could cultivate their land relying implicitly on their tables and their chemical formulæ; but the percentage of these men was as nothing compared with the multitude of ordinary farmers, with whom land-agents had to deal; and until these tables had been tested by years of careful consideration and trial, he ventured to think that what Mr. MARTIN did in Lincolnshire, and others elsewhere, was best for the farmers. The time would, no doubt, arrive when science would finally take the place of practice and experience.

Mr. MARTIN asked to be allowed to state, with regard to basic cinder, that he had two tons sent to him, which, according to its value, gave very good results.

Mr. DICKSON, in reply, said, after so many experts had spoken upon his Paper, they would believe him when he said that it was with a considerable amount of diffidence that he got up to answer the criticisms that had been so kindly put forward that evening. It would (at that late hour) be impossible to go through all *seriatim*.

To begin with, Mr. LLOYD seemed to think he was wrong in not having drawn any definite conclusions by which compensation for unexhausted value might be arrived at. That was not the aim with which he set out at the beginning of his Paper, and he felt in so young a Member as himself it would have been presumption to set up a table, and all that he had done had been to labour amongst the materials which had been provided by such investigators as Sir JOHN LAWES, Mr. WARINGTON, and others, in the hope of reducing them to some order so that they might form

available data to men of experienced minds in treating this subject.

Then, again, as to Table No. 3, upon which Mr. LLOYD spoke and also Dr. VOELCKER, he should like to say that the values were purely tentative, but were based upon the general result of experiments and of market value, and on the expressed opinions of the Highland and Agricultural Society of Scotland, and also on the statements published by the State Departments of Agriculture in various States of America. He was very glad that these gentlemen had said what they had. It showed that the conclusions to which the chemists who had drawn up these reports had come were not infallible.

Then as to the matter which Dr. VOELCKER spoke about—viz., 3 cwt. of phosphoric acid not giving 5 tons increase in the turnip-crop. Those figures were taken from the published results of experiments. He thought Professor FREEMAN, as well as Mr. MARTIN, would bear him out, that the estimate was not an exaggerated one in average seasons as applied to linseed-cake.

As to “pure,” he took the definition of that term from some chemical reports of the Royal Agricultural Society published some five or six years ago.

Then, again, as to the Table No. 1. He thought Dr. VOELCKER did not quite interpret aright his meaning when treating this table. On looking at page 193, it would be seen that, after asking what was to be taken as a basis, he said: “This important question Sir J. LAWES and Dr. GILBERT have attempted to answer by a table they have published, in which a manurial value to each of the principal foods is given; and although at the present time the prices are a little too high, yet, as a guide to a satisfactory solution of the difficulty, I think the table is

“ invaluable, and that the labour which the construction of “ so elaborate a table involves has not received proper recognition from those interested in agriculture.” He did not know that this sentence would in any way convey a slight on Sir JOHN LAWES’ table. If so, he begged to say that nothing was further from his intention, and to confirm Dr. VOELCKER’s statement, that he had used that table as the basis of all his remarks. He was extremely sorry that, apparently, the feeling amongst surveyors seemed to be that the cost was the only practical basis on which the manurial value could be estimated. He had hoped, after what gentlemen present had said that evening, that some such table would be adopted. Of course they must have different tables in different cases according as feeding, milking, or store stock were used. It certainly required a large amount of work, but when the work was done the result arrived at would be much fairer than simply taking the cost.

It was so late that he would only now express his thanks for the very kind way in which they had received his Paper, and for the courtesy which the visitors and others who had attended the Meeting had extended to him as a junior member, and he felt that he was more than sufficiently rewarded by the honour of having been allowed to read the Paper before the Institution, and by their presence that evening, and that the debt was almost on his side. He would be quite satisfied if he could only feel that there was some prospect of the value being estimated, in the future, on some such lines as he had indicated, rather than on the cost.

THE CHAIRMAN, in closing the discussion, observed that descending from the very learned atmosphere in which the

discussion had been conducted by the eminent chemists who had honoured the Institution by their presence that evening, down to the region of the ordinary everyday world, it came to this, that for the present there was no such thing as mathematical accuracy in defining chemical manurial values, and that the nearest practical approximation attainable was that incoming tenants should be content to pay what honest and fair-minded men considered, according to their light and the measure of their experience, to be fair between them and outgoing tenants. That experience could only be gained, at present, by such knowledge and such long familiarity with the questions involved as was possessed by the leading Members of that Institution; but he was quite sure of this, that the day would come when estimates of manurial values, and of the compensation to be awarded in respect of them, would be based upon calculations not very widely different from those which appeared on the diagrams exhibited on the walls. Science had already done a great deal in this direction, and if it had not resulted in absolute accuracy, it had, at any rate, lightened the task before them. Had not the discussion extended to so late an hour, he would have liked to refer to the experience of his partner, Mr. RAWLENCE, who farmed largely, and had used nitrate of soda with the most beneficial results.

He congratulated the Institution on the instructive discussion that had taken place, and Mr. DICKSON on his most excellent Paper. Mr. DICKSON has passed all the examinations of the Institution with great distinction, and he looked upon him as a typical specimen of the future class of surveyors and land-agents who would bring to their aid a large amount of scientific knowledge, which, combined with the practical experience which years only could supply, would not fail to give even greater weight to the profession

than it already enjoyed. Young land-agents could not do better than devote themselves to a general study of chemistry, which formed an important feature of the Institution examinations. They could not all hope to become experts in the subject, but they would find some knowledge of the science of the greatest advantage to them in their daily life.

The Meeting then adjourned.

DILAPIDATIONS, AND THE LEGAL OBLIGATION TO REPAIR.

BY T. W. WHEELER, Q.C. (ASSOCIATE).

*Read at the Ordinary General Meeting of THE SURVEYORS' INSTITUTION,
Monday, March 7th, 1887.*

ROBERT COLLIER DRIVER (VICE-PRESIDENT) IN THE CHAIR.

WHEN I had the good fortune to be elected an Associate of this Institution my attention was called to the Thirty-second Rule or Article of our By-Laws, by which I found that I was to deliver either an original Paper upon some subject connected with the profession, or make a donation to the Library or Collection, as I might happen to determine. Doubtless, either the one or the other might be rightly deemed an offering or token of respect for the Institution, of sympathy with its objects, and of one's desire to aid its purposes and extend its usefulness; but I remembered that one of our great essayists had written that "our tokens of love and sympathy are for the most part barbarous, cold, and lifeless, because they do not represent our life—the only gift is a portion of oneself. Therefore let the farmer give his corn, the miner a gem, the painter his picture, and the poet his poem."

It is true that the essayist does not descend so low as to suggest that the lawyer should give you his law (which may be very bad), but if not in the words, at all events in the spirit of the writer, I have thought it right to give that which if it does not represent my life, at all events is the result, good bad or indifferent, of some part of my life, of

some study of a branch of our law which is immediately and closely, in the language of our By-Law, "connected
" with the profession."

Hence this Paper, which though I cannot claim it as original in the highest sense of the phrase, I yet venture to lay before you as some evidence of the interest I take in the profession and of our Institution.

I have chosen designedly a title suggestive rather than accurate, that I might deal with the subject—a subject with which you are all familiar—but only deal with it in its legal aspect, not entering upon those matters of detail which belong to the surveyor rather than to the lawyer. The word "dilapidation" has been and is applied, and is perhaps strictly applied, to certain acts of omission and commission as between incumbent and successor. This subject has already been discussed by Mr. CRICKMAY in his able Paper and with it I shall not deal to-night.

I shall deal with dilapidation (to quote ELMES, p. 1)
" in the ordinary acceptation of the word, as meaning the
" injury which has accrued to houses, buildings, or erections,
" during the temporary possession of one party, whereby the
" successor or reversioner sustains damage."

To quote YOUNG, "Strictly speaking, acts contrary to the
" obligation of a tenant to deal with the premises according
" to the custom of the country or express agreement, are not
" 'waste,' unless they are also breaches of the common law—
" but being of a like nature with acts of waste, they are
" restrained upon a like principle.

" Injunctions have been applied for to *restrain*—

" Removing dung, crops, &c., &c. ;

" From breaking up ancient meadow or pasture, or a
" bowling-green or rabbit-warren ;

" From removing buildings and landlord's fixtures ;

" From destroying timber or other trees ;

“ From allowing banks of river to get out of repair ;
 “ the distinction being drawn, that whereas acts of *waste*
 “ proper are restrained on the ground of irreparable
 “ injury, in cases of contract the person entitled in possession,
 “ subject to the lease, has a right to insist on the perform-
 “ ance of the stipulations ‘ *modo et formâ*,’ irrespective of the
 “ question of damages.”

Again, GIBBONS, in his well-known work, points out that there is an important distinction between the *implied* liability touching waste and *express* liability by covenant.

“ The obligation ” (says that writer) “ imposed by the
 “ covenant to repair differs from the common law obligation
 “ against permissive waste in this—the common law obliga-
 “ tion is merely to guard the fabric of the building from
 “ decay, and is not infringed by an external dilapidation
 “ unless the fabric is injured in consequence—by the cove-
 “ nant, the tenant is unconditionally bound to repair all
 “ dilapidation whether the fabric of the building is injured
 “ or not. Injuries to the building caused by inevitable
 “ accident are excepted from the ‘ common law ’ obligation,
 “ but not from the obligation of a general covenant.”

Dealing, then, with this subject in its familiar aspect, and in the ordinary acceptance of the words used, whilst casting aside mere technicalities and mere legal subtleties, I nevertheless only approach it from a lawyer’s standpoint, and from the basis of actual legal decision.

In this sense the subject perhaps cannot compare in interest to some of the Papers that have been read, but I hope to make it practically useful.

The legal obligation to repair arises only where the right of user is limited in point of duration, and the right of the immediate successor certain to take effect at some time. Thus the tenant in fee-simple and the tenant in tail are under no obligation in this respect, because the one, the

tenant in fee-simple, has the entire and absolute property in the land, and the right of the remainderman, after an estate in tail, is so remote and uncertain that its value cannot be affected by dilapidation or alterations of the tenement. It is not essential that the right or succession should be vested in any certain person, if there be such right in fact which is certain to take effect. Thus, as an instance, in the case of ecclesiastical benefices. Though the successor be not known until after the incumbent's estate is determined, such incumbent is under the obligation to repair, which the successor may, and very often does, enforce against him or his (the incumbent's) legal representatives. But this obligation to repair, resulting from the right of user, varies with the nature and extent of that right; different tenants being bound to different repairs according to the nature of their estate and the covenants and conditions to which they agree. It also varies with the thing used, whether houses, lands, or trees, such things being subject to different dilapidations and requiring to be used in a different way. (a)*

Now by the "Common Law," a phrase which is often heard in the mouth of a lawyer, and a phrase which I will at once define, is meant that ancient collection of unwritten "maxims and customs, however compounded or from whatever fountains derived, which has subsisted immemorially in this kingdom, and, although somewhat altered and impaired by the violence of the times, had in great measure weathered the rude shock of the Norman Conquest." (b) To estates created by the law, the common law of the realm annexed the condition that waste should not be permitted, but in estates created, not by law, but by the act of the parties themselves—*e.g.*, estates for life or for years,—the tenant was not liable for permissive waste. Let us define

* The letters in brackets refer to notes at the end of the Paper.

our definitions and see what "waste" means. "Waste" is a generic name. There are four species—namely, *Voluntary waste*—*Permissive*—*Ameliorating*—and *Equitable or Malicious waste*.

Voluntary waste is actual or commissive, such as pulling down houses or altering their structure—that kind of damage which is often provided for by an express stipulation in the lease, such, for instance, as the provision not to convert a house into a shop.

Permissive waste consists in matter of omission or negligence, as by suffering buildings to fall or rot for want of necessary repair—the kind of damage which, when the contract is in writing, is invariably provided against by express agreement.

What lawyers term *meliorating or ameliorating* waste, is such voluntary waste as improves the demised premises, as, when a tenant puts a new front into his house, still, in the eye of the law, technically waste. An excellent instance of this will be found in *Doherty v. Allman*, L.R. 3 App. Cas. H. L. p. 709, (1878). When some old premises, which had been used for corn-stores and afterwards for barracks, had fallen into disrepair, and it became necessary to repair them, the lessee thought it would be beneficial to convert the store-buildings into dwelling-houses (which would greatly increase their value), and was proceeding so to do, when the lessor filed his bill in the Court of Chancery for an injunction to restrain him. The House of Lords refused to interfere by injunction as it was a case of *meliorating waste*, and Earl CAIRNS (then Lord Chancellor) said he would leave the lessor to get what damages he could from a jury, which that great lawyer evidently thought might, and would be, one farthing.

I may venture to point out here that in the case of meliorative waste, by analogy from the Agricultural Holdings

Act, an equity might well arise. Under the Act of 1875 (38 & 39 Vict., c. 92), when a tenant committed waste, and claimed compensation under that Act in respect of an improvement, the landlord was entitled by counterclaim to obtain compensation on his part, provided the waste was not committed or permitted more than four years before the end or determination of the tenancy. This Act is now repealed by the Agricultural Holdings Act, 1883 (46 & 47 Vict., c. 61). By s. 6, it is provided that, in the ascertainment of the compensation payable to the tenant under that Act, there shall be taken into account in reduction thereof any sums due to the landlord in respect (*inter alia*) of any waste committed or permitted by the tenant, and this without limit of time. Why should not the tenant (when the landlord's claim is of this kind) have his counterclaim or set-off for his (the tenant's) improvements, if any, effected on the property?

Equitable or malicious waste consists in acts of gross damage, usually, the cutting-down timber by a tenant (without impeachment of waste) and is so termed because prior to the Judicature Acts only Courts of Equity could take cognisance of it. This species of waste can now be dealt with by Courts of Common Law, but, as it can be committed by tenants for life only (contracts of tenancy between landlord and tenant never being made without impeachment of waste), it is not necessary as a practical matter to discuss it here.

Thus having (I hope with tolerable clearness) defined our terms, it may be taken that at common law all tenants with the exception of two classes, were liable for voluntary or actual and commissive waste. In the case of tenants "*without impeachment of waste*," for the reason that their estate was granted upon the express terms of non-liability, and in the case of "*tenants at will*," by reason of the

infirmity of the estate which a mere tenant at will possesses, and in such case there is authority to show that he is not liable to repair, even though the premises be burnt down by fire, happening through his own negligence (Grady, 3rd ed., 445). An audience such as that I now address, consisting as it does of those who are brought daily into contact with law and lawyers, knows full well how measured and careful our language should be in dealing with a subject like the present. I have placed this proposition in broad terms, and accentuate my having done so, that I may at once engraft an exception upon it. GIBBONS, in his admirable work, at p. xxxvi. of the Introduction, points out even that *tenants without impeachment* of waste are liable for that species of waste which I have defined as "malicious" or "equitable" waste, and *seems* to suggest that *tenants at will* are also liable for voluntary or actual and commissive waste—at least, his generalisation would seem to cover this proposition. With all submission, the weight of authority is against this view. (c) JOHN WILLIAM SMITH, an author that ranks as a great legal classic, lays it down that a tenant at will is not liable for voluntary waste because any act done which would amount to voluntary waste, *ipso facto* determines the estate at will, and renders him the tenant a trespasser. The views of these great writers on the law of landlord and tenant would thus seem to be at variance; but when we come to examine the authorities I think we shall find that the difference is more imaginary than real, for their observations relate to the *form* of action by which remedy is sought, and not to the remedy itself. The utmost care has to be exercised by laymen, no matter how highly skilled they may be in their special vocation, in acting (without and apart from legal advice) on the authority of cases decided in times when forms were not only substantial, but vital.

Thus in *Gibson v. Wells*, 1 New Rep. 290 (1805), which was an action on the case for permissive waste against a tenant at will (most probably from year to year), Lord MANSFIELD nonsuited the plaintiff because he had never known an action in the form which lawyers understand as "an action on the case" being maintained for permissive waste (and this ruling was subsequently upheld on motion before the Court above); and in *Herne v. Benbow*, 4 Taunt. 764 (1813), which was also "an action on the case" against a tenant under a lease which contained no covenant to repair whatever, the Court held the action was not maintainable in this form—though, in fact, in this case, as in the previous case, the defendant was really liable had the action been brought in its proper form. It is not unworthy of observation that even so precise and learned a writer as GIBBONS (at p. 101) has failed to cite *Herne v. Benbow* accurately, as in the report at large—in fact, has wholly misdescribed it, whilst it is equally worthy of comment that this author (one of the most acute and able lawyers I ever knew) has pointed out how the judgment in *Torriano v. Young*, 6 C. & P., p. 8, proceeds on an entirely inaccurate recollection on the part of TAUNTON, J. (who tried the case), of the decisions to which I have called attention, and over which he had, himself, blundered! It becomes one to be careful indeed. I need not point out that, if in the cases mentioned there is no liability for voluntary, actual, or commissive waste, there is "*a fortiori*," none in the case of permissive waste.

All tenants, with these two exceptions, thus being at "common law" liable for voluntary waste, we come now to the time of the passing of the statutes of Marlborough and Gloucester; the latter, passed in the 6th year of EDWARD I., say 1277, brings us face to face with some liability upon the tenant for permissive waste.

The result of the authorities in my opinion (*d*) points to the

fact that these statutes were not declaratory merely, neither did they introduce a further remedy merely, but they were passed to create, and did create, a liability for that which is termed *permissive waste*—a liability which, through the means of leases and covenants, has grown, and is growing, and whether you or I think that it should be diminished, is not material to our present purposes.

What was the measure of liability those statutes created, clothing the mere relationship of landlord and tenant with some obligation, it would not be altogether easy to determine; and, as a practical matter, the almost universal custom of inserting an express covenant now renders the question one rather of interest to the legal antiquarian or law-student, than to the practical surveyor. Nevertheless, it is a somewhat remarkable fact that the liability of a tenant from year to year to keep the premises “wind and water tight” rests only on two *Nisi Prius* decisions. *Anworth v. Johnson*, 5 C. and P. 239 (1832), and *Leach v. Thomas*, 7 C. and P. 327 (1835), and the only question at the present day appears to be what meaning can be given to this phrase. Mr. LELY, the learned editor of the last edition of *Woodfall*, considers it ought to be construed strictly in favour of the tenant, and, to put an example, holds (it would seem to me) that a broken glass window need not be replaced by new glass, but that some boards or other unsightly modes of keeping out the wet would be sufficient; this may be, as it is, the view of a lawyer—whether it commends itself to the judgment of the practical surveyor, I have some doubts. (*e*)

I think that this liability to keep premises wind and water tight is what I may term the low water level of a tenant's liability, no larger liability, however, seems to exist in the case of a tenancy for years, in the absence of express agreement. This position I did not advance without careful examination, and although I ventured so to state the law

against many *dicta* scattered in our text-books, yet as I have, I find now, the great authority of PRIDEAUX (in his *Precedents*) to support this proposition, I feel some confidence that my view of the law is correct, and I now proceed to consider those general principles which govern the question, and those larger liabilities which flow from the express compact of the parties.

We may at once dismiss the landlord from our inquiry as to his responsibility or liability. A traveller, in his well-known chapter "upon snakes in Iceland," disposes of the matter at once by telling us that there are "no snakes in Iceland"; and, in discussing the landlord's position with reference to his liability to repair, I may at once say he has no liability (in the absence of express agreement or covenant) to repair.

We know further, as a fact, that landlords "go so far as "to take cash for dilapidations from a renewing tenant, and "require him, besides, to find the money to put the house in "repair for the fresh term. Provided this outlay is duly dis- "counted by way of reduction of rent—not often the case— "this is fair enough commercially, and only tells against the "landlord in the form of an artificial obstacle in the letting of "his property—he is, in fact, borrowing money from his own "customer, as an unwilling lender."—KERR'S "Consulting Architect," p. 131.

And even when the premises are burnt down, and when he has actually received the policy-moneys (the house being insured) he is under no liability to rebuild. The cases of *Balfour v. Weston*, 1 T.R. 312, and *Brown v. Quilter*, 2 Amb. 619, seem to warrant this position as laid down in GRADY'S work on Dilapidations; but this statement has to be qualified, since the 14 *Geo. III.*, c. 78, which authorises and requires, in certain cases, insurance companies, upon the

request of any person or persons interested in or entitled to any house or houses, to cause the insurance-moneys to be laid out and expended towards rebuilding.

This Act, which, on the view is limited to the Metropolis, is applicable to the whole kingdom, and I mention this all the more because I consider that the interpretation of this Statute by Lord WESTBURY, in *Ex parte Gorely*, 34 L.J. Bank., p. 1, is one of the most splendid judgments in our law books, and although I do not suppose that I am addressing law-students, yet I would venture to commend this judgment to you for your perusal as a masterpiece of legal reasoning. Having thus disposed of the landlord, in the absence of express provision, a stipulation is implied in law, from the mere relation of landlord and tenant, that the tenant will use the demised premises in a tenantlike manner, and keep them water-tight. He is not to *commit* waste by virtue of the common law. Nor is he to *permit* waste by virtue of the statutes, but if there be an *express* stipulation to repair, no implied stipulation to use in a tenantlike manner arises whatever (see *Standen v. Christmas*, 10 Q.B., p. 135). Again, from the mere relation of landlord and tenant, there is an implied stipulation on the part of the tenant in husbandry to manage and use a farm in a husbandlike manner, according to the custom of the country where the premises are situated; and this custom is incorporated in the lease or agreement (in cases where there is a lease or agreement), unless such custom is expressly excluded.

I may at once say here that I cannot do more than touch upon the subject of agricultural leases, or I should prefer to use the phrase "holdings." Leases certainly were not the rule—absolutely the exception; the old feudal notions maintained their hold longer in this relation, perhaps, than

in any other, the old idea being that farmers were to be regarded more as bailiffs or servants, accountable for the profits of the land at an annual sum, than as having any property of their own. (*f*)

I should not be doing justice were I not to say that Mr. DIXON's "Law of the Farm," and specially the edition of 1878, seems to me to deal with this subject with ability, and to that work I can with confidence commend my hearers. So much for that.

It is necessary to bear in mind the real relationship of the parties as the law regards it. Extravagant views often are formed of the landlord's rights, and of the consequent responsibility of the tenant. We will now see what they really are. We need not discuss at large the obligation that a tenant for life is under. He clearly can be guilty of permissive waste if he allows the buildings on the estate to decay, though if he finds a house ruinous at the time when his estate commences, he may permit it to fall down, although there be timber on the estate to do the repairs with. Nor need we discuss this question as between mortgagor and mortgagee, where liability, when in possession, is clearly to keep the premises in necessary repair, and as the property is looked upon as a pledge, such outlay, enuring as it does for the mortgagor's ultimate benefit, the law holds him (the mortgagor) liable to repay. We will now deal with the more common condition of affairs which ordinarily arises between landlord and tenant.

Assuming, what is of course the ordinary case—namely, a lease and an express covenant, upon breach of that covenant, the landlord has two clear and distinct remedies. He can either sue for damages, *or*, if there was a proviso for re-entry in case of breach of any of the covenants (as is usual), he could bring his action for ejectment, *or*, as it is now called,

his action for the recovery of land. No relief against forfeiture for breach of this particular covenant to repair could be given prior to the *Conveyancing and Law of Property Act*, 1881; though relief could theretofore be granted in cases of *non-payment of rent* and *failure to insure* (but in these cases only), *now*, by the 14th section of this Act, “a right of re-entry or forfeiture under any proviso or stipulation in a lease for breach of any covenant or condition shall not be enforceable by action or otherwise, *unless* and *until* the lessor serves on the lessee a notice specifying the particular breach complained of, and, if the breach is capable of remedy, requiring the lessee to remedy the breach and make compensation.” So that, practically, the lessee has himself to blame if he is ejected.

I have no doubt this remedial, and in my opinion wise, provision has furnished some work to our brethren of this Institution, and I hope it may do so for years to come, but, up to the present time, I am not able to say whether there have been any decisions of practical value upon it.

I may point out, however—it may serve as a useful hint to surveyors advising a tenant in the view of relief—that the relief against forfeiture can be granted by a court of law, or a court of equity, as the word “court” refers generally to the High Court of Justice, by the interpretation clause, and not to either Branch specially, Section 14, Subsection 2. And there is one reported case, *Wilkinson v. Thompson*, 1 C. and E. 72, where relief was granted for non-repair, though the premises were in a very dilapidated condition. This case is so cited at p. 330 of Woodfall.

But this citation is hardly accurate. The action was brought to recover possession of some small cottage-property—40 houses in all. They were in very bad condition, and

considerable outlay, £600 or so, was required to put them in repair. No relief was prayed by the pleadings. The judge (COLERIDGE, C.J.) directed a verdict for the plaintiff, but ordered that it was not to be enforced,

- (a) If security was given to the satisfaction of the Master that the premises should be put into repair.
- (b) That the premises were to be put into repair within four months to the satisfaction of the surveyor, to be agreed upon, or failing agreement, to the satisfaction of a surveyor to be appointed by the Lord Chief Justice.

In this sense relief was granted, but in this way only, and as the plaintiff got judgment, the citation in *Woodfall* might mislead. This case, of course, was subsequent to the Statute.

So much for that. Dealing now with the ordinary actions for breach of covenant, it is clear that such actions can be brought at one of two periods, either during the tenancy, or at the determination of it. Very different legal and practical covenants arise in dealing with the matter, according as the action is brought at the one period or at the other.

Assuming the action to be brought during the term, and that the surveyor is instructed to prepare his schedule of dilapidation on behalf of the landlord, he should be careful to remember that the law holds (and as to this I will say a few words later on) that the legal measure of damage is not the amount that would be required to put the premises into repair, but the amount to which the reversion is depreciated in marketable value, by reason of the premises being out of repair, an amount which, in the very nature of things, would vary immensely—it might be practically equivalent to nominal damages in the case of a lease having many years

to run, or it might be, and would be, larger and larger, the shorter the residue of the term happened to be.

This rule is what I may term the modern rule of law. It was not the view of Lord HOLT. In *Vivian v. Champion*, 2nd Lord RAYMOND'S Report (decided in 1705), Lord HOLT ruled that in such a case the measure of damages was the amount it would cost to put the premises into repair. This view has, however, been departed from, and the rule now, too clear to admit of real question, is—To what extent has the marketable value of the reversion been injured? You will find the very recent cases of *Mills v. East London Union*, L.R. 8 C.P. 79, and *Williams v. Williams*, L.R. 9 C.P. 659, at once adopt and lay this rule down.

Actions of this kind are certainly not of common occurrence, and the rule as I have just stated seems fairly enough to arise from the decision of *Luxmore v. Robson*, 1 B. and A., p. 584 (decided in the year 1818), and the cases I have cited; but I doubt if it represents the view taken practically by surveyors. It seems to ignore that the lessee's covenant is *not* to pay a sum of money for dilapidations at the expiry of the term, but to do his repairs as they are wanted, and contracted to be done during the whole course of the term. Practically, in a case of this kind, the landlord's surveyor and the tenant's surveyor may meet, and, failing to agree, that admirable functionary the umpire, may be called in to settle the question practically, but legally the rule (though I venture to question its soundness) is as stated. I apprehend that the true reason why so few cases are reported upon the point is, that the inquiry has in reality passed out of the region of our courts and the hands of our lawyers, and is really disposed of practically before lay tribunals consisting of surveyors. The very recent case, however, of *Whitham v. Kershaw* (Vol. I., part 2, p. 111, of

our own "Professional Notes"), confirms the earlier cases, when Mr. Justice MATTHEW (and the Court of Appeal confirmed this ruling) held a covenant by a tenant not to commit waste *is not*, with regard to the measure of damage for the breach of it, the same thing as a covenant to deliver up the property at the end of the term in the same state as the tenant received it. Therefore, in an action by a reversioner against a tenant for waste, the measure of damage is not necessarily the sum it would cost to restore the property; the true measure of damage is the diminution in the value of the reversion, *less a discount for immediate payment*.

But whatever may be the measure of damage or extent of legal liability for dilapidations, one thing is certain, and that is, the surveyor must have a clear and distinct view of the legal nature of the covenant, regard being had to the fact that he is so often called in to interpret it judicially; but it seems to my *lay* mind that no matter how modestly the surveyor may interpret the covenant, the inevitable effect of the covenant enures greatly to the benefit of the landlord. I gather that "the principle which guides the surveyor in his survey of dilapidations" is, that there is a certain limit to the age of all buildings, "and that when that age is attained, or when the building is fairly worn out, *the cost of rebuilding falls on the landlord*."—[I quote this from Mr. CRICKMAY's valuable Paper, p. 202, Vol. XIII., of our "Transactions."] I beg, with the most sincere respect to those who are far more learned than I am, to say that this principle or theory would appear to fail in some cases, notably in the case of an ordinary ground-lease. Even if the principle or theory be correct, the practice in many cases is, says Mr. KERR, "That the ground-landlord claims that the surrendering tenant or

“owner of a house nearly a century old shall deliver it up “in full repair,” this demand appears to the ordinary mind singularly unreasonable. The “landowner” (continues Mr. KERR) “not only seems to be taking the old house for nothing, “but he is calling for a new house. Nor is this all, for he will “sometimes demand the full value of the dilapidations in “money and then pull the house down, or he will claim the “money, and then offer the tenant a new lease at a rack-rent, with the condition attached that the very man who “has to pay the value of the repairs that have not been “done, shall forthwith perform at his own cost the repair “that must be done.”

Mr. KERR, later on (p. 125), somewhat naively remarks, “That it may be fairly suggested that our great “hereditary ground-landlords are to be expected to deal “liberally (as, no doubt, they generally do) in transactions “which are so liable to be misunderstood.” “Very like, very like,” as HAMLET says, who knows but that perhaps misunderstandings of this kind may have led to that agitation which finds its expression in the Leasehold Enfranchisement movement.

If things were so managed that at the end of the ordinary 99 years’ term, the house built would only be good enough to fall down of itself and leave the site clear, and there were no covenant, this theory or principle might be sound enough; all I venture to say is, that it does not appear to me to cover the whole question, for the ground-landlord generally has something in hand at the end of the term towards the cost of rebuilding.

With this slight departure, let me return to the covenant to repair, itself, and the obligation of the tenant upon leaving the premises at the expiration of the lease. Time will not allow me to deal with this covenant in its many forms and

aspects, or with the decisions thereon—a few must suffice. “Under a general covenant” (says PRIDEAUX, at p. 10 of his well-known work) “by a lessee to keep the premises in “good repair, and to *deliver them* up in good repair and “condition at the end of the term, it is not sufficient to “keep them in the same state of repair as they were in at “the commencement, if they were then in bad repair. The “class and description of the house may, however, be taken “into account, whether it is old or new, and it must be “kept and delivered up in good repair with reference to the “class to which it belongs.”

“The rule” (adds (Mr. PRIDEAUX) “is difficult of application.”

Here is an observation that shows the complete surrender by the lawyer to the surveyor of this territory of quasi-legal inquiry, and warrants my own former observations.

For all this, however, our courts have made a struggle to retain their jurisdiction over such cases. In the case of *Clow v. Harper*, L.R. 3 Ex.D. 198, which was an action for breach of covenant to repair and yield up the premises in good and substantial repair and condition, it was held by the Court of Appeal that, inasmuch as the defendant insisted that he had in fact fulfilled the obligations of his lease, the order to refer which had been made by the Divisional Court, must be set aside, and that as every man had a right to trial by jury the Common Law Procedure Act did not abridge that right, as this was a preliminary question antecedent to going into the schedule of repairs at all.

There is one case reported in our books (*Weeding v. Mason*, 2 C.B., N.S., 382) which emphasises the view thus expressed. It was an inquiry before the sheriff upon an inquiry as to damages. Two surveyors were called for the plaintiff—their respective estimates amounted to some £170

or so each. Two surveyors were called for the defendants, who estimated the damages somewhere about £60 or so, or about half. The jury gave some £36, or about one-fourth of the plaintiff's and one-half of the estimate of the defendant's own witnesses, and, upon motion for a new trial, the Court (presided over by the late Lord Chief Justice COCKBURN) made the rule absolute for a new trial, upon the ground that the jury could not reasonably disregard the defendant's own experts, and that it was a question for them.

But one or two canons or rules of construction have been laid down in our courts which may guide the professional expert. "Wherever," says C.J. TINDAL in *Gutteridge v. Munyard*, 1.M. & R. 334, "an old building is demised, and "the lessee enters into a covenant to repair, it is not meant "that the old building is to be restored in a renewed form at "the end of the term, or of greater value than it was at the "commencement. What the natural operation of time "flowing on effects, and all that the elements bring about "in diminishing the value, constitutes a loss, which, so far "as it results from time and nature, falls upon the landlord, "but the tenant is to take care that the tenement does not "suffer more than the operation of time and nature would "effect; he is bound by reasonable application of labour to "keep the house as nearly as possible in the same condition as "when it was demised. If it appear that he has made that "application, and laid out money from time to time upon "the premises, it would not perhaps be fair to judge him "very rigorously"—Now I must call your attention to the concluding words of the judgment,—"*by the report of "a surveyor who is sent upon the premises for the very "purpose of finding fault.*"

"The easiest way to express the proper state of things "may perhaps be to say" (observes Mr. KERR, at p. 123 of

his recent work) "that the house ought to be taken off
 " the lessee's hands *substantial*, but *shabby*—that is, the
 " signs of current wear appropriate to the whole term of the
 " past lease ought to appear, but the proofs of current repair
 " during the whole of the term ought also to appear."

The language of Mr. KERR seems to me to be in this respect admirable, but I cannot forbear to quote the words of the report (published in 1844), by the Institute of Architects:— "For practical purposes" (say they) "we are
 " of opinion that dilapidations are in usual practice considered to be through defects which have arisen from
 " neglect or nuisance, and not to extend to such as only
 " indicate age, so long as the efficiency of the part still
 " remains; but if the effects of use or age have proceeded so
 " far as to destroy the part or its efficiency in the structure,
 " this argues neglect or nuisance, it being the presumption
 " that at the commencement of the term the tenant was
 " satisfied that every part was sufficiently strong to last to
 " its close."

How important the question of *age* in buildings may be in measuring a tenant's liability can, I think, be best shown by considering some cases that have been decided upon the Judicature Acts, Or. xvi., r. 48.

Under that procedure, when a defendant claims to be entitled to "contribution or indemnity" over against any person not a party to the action, he may issue a notice, which is called a "third-party notice." In the case of *Pontifex v. Foord*, L.R. 12. Q.B.D., p. 152, the plaintiff sued the defendant for breach of a contract to repair contained in a lease of certain premises for 21 years from 1861. The defendant obtained leave to notice in a third party, to whom he had let the premises under a sublease, commencing in 1869, containing covenants *identical* in terms with those contained

in the original lease. The Court held there was no question of contribution and no question of indemnity, for, though the covenants were the same, the measure of damages might be totally different, regard being had to the age of the premises; and the Court differentiated the case of *Hornby v. Cardwell*, L.R. 8 Q.B.D. 329, in which case the sublessee contracted to perform the covenants to the original lessee (a very unusual bargain, I should suppose), but which of course amounted to an indemnity, whereas the other did not, the mere difference in time constituting the covenants though identical in language absolutely different in point of law.

An important case has been recently decided which I do not think has found its way into our "Professional Notes" at present. It is the case of *Morgan v. Hardy*, L.R. 17 Q.B.D., p. 770. Several points were raised and discussed with great clearness, which are of value to us practically. In an action against the assignee of the lease of a house for breach of covenant to leave the premises in repair at the *end of the term*, it appeared that owing to changes in the surrounding property the house had so far altered in value since the commencement of the lease, that it would be as valuable for letting purposes if some of the repairs required by the covenant, according to its strict meaning, were either omitted or executed at a cheaper rate than was usual under such a covenant. The plaintiff's counsel contended that the proper measure of damage was what it would have cost to put the premises into repair at the expiry of the lease, and claimed such damages. The defendant's counsel contended that the premises themselves and the surrounding property had greatly diminished in marketable value since the lease, and that in consequence of such diminution in value a great portion of the repairs claimed to be done were not now suited to the premises, and

were unnecessary for their use and enjoyment; and that, therefore, the proper measure of damage was the actual loss to the plaintiff's reversion, and that they should be limited to those items of the plaintiff's particulars of claim which would be of advantage to the plaintiff and would improve the value of the premises as they were at present used; in other words, that the damages should be limited to the amount which would be expended by a prudent and reasonable man in repairing the premises so as to be productive of remuneration.

These contentions were examined by Mr. Justice DENMAN in a considered judgment (July 10th, 1886), who, in the course of his judgment, dealt with the question of damages recoverable pending the term, *and also* when the term was ended. Whilst pointing out the doubts and difficulties which have arisen as to the first point, doubts and difficulties which the learned judge would seem to share (as I do), he, as to the second point, lays down the rule as laid down in "*Mayne on Damages*," p. 253 (4th edition), as edited by our respected and learned Associate, Mr. LUMLEY SMITH, Q.C., and held that the facts above mentioned were no ground whatever for limiting the liability of the debt under the covenant, and that the measure of damages was the amount required to put the premises into such repair as was originally contemplated by the covenant.

It is no answer to a claim for dilapidations to say that the plaintiff's interest has ceased; the plaintiff may be liable over to his superior landlord. Further, in the case of *Rawlings v. Morgan*, 18 C.B., N.S. 776, 34 L.J. C.P. 183, a lessor recovered substantial dilapidations, although at the expiry of the term the premises were pulled down under a verbal arrangement for that purpose made previously with the proposed new lessee. In this case, stress was laid upon

the fact that the agreement with the proposed new lessee was by parol only, and therefore *not* binding; but the principle laid down in this case has been carried out in the case of *Inderwick v. Leach*, reported, I am informed, in the *Times* paper, July or August 1885. (*g*)

In these cases the argument for the lessees was naturally that the reversioner sustained no damage by reason of the non-repair if the premises were to be pulled down, for whether repaired or not they were to come down; but the Court held the jury was not bound to give nominal damages merely, and upheld the finding for the amount necessary to carry out the covenant.

Of course, in dealing with the tenant's liability, I am dealing with *his* acts—either of omission or commission. I will now, however, deal with one or two questions which, so far as I know, have not been the subject of decision. When the covenant to pay rent or to repair is absolute and unconditional, cash must be paid in the one case or repair done in the other, although the premises are burnt down or destroyed by fire or earthquake. An exception, as you know, is commonly inserted in leases to prevent this liability attaching, but there are other cases of *Vis Major* which certainly give rise to some curious questions.

In consequence of the dilapidated condition of premises, a "dangerous-structure" notice was issued by the Metropolitan Board upon the lessee of certain premises. The freeholder points out that the lessee is responsible for the dilapidated condition of the premises. He has allowed them to fall into a ruinous condition, and the freeholder holds him responsible, and will require him to reinstate, and if the present buildings are pulled down claims to have them *rebuilt*, so as to hand over to the reversioners buildings similar to those which existed when the tenant took the

lease. The lessee denies any such liability: the houses were old when he took them—80 years or more—the present condition, the lessee contends, is owing simply to their being exhausted and worn out by age, and not to any want of proper repair on the part of the lessee. It is contended that the covenants to repair do not extend to *rebuilding*, but only to ordinary repair, and such covenants must be read with reference to the age of the property, and do not bind the lessees to substitute a new house for an old one, in the event of the old house becoming ruinous by natural decay, or, what comes to the same thing, to substitute new material for old, and that if such premises are pulled down under the authority of the Board, there is no obligation on the lessee to rebuild. This is a very pretty quarrel as it stands.

Within my own knowledge a loan society made an advance of £3,000 on a block of new houses situate near Lewisham, by way of mortgage, and within a very short time of the mortgage being completed, notice was served both on mortgagors and mortgagees to take the entire work down as a “dangerous structure.” The result was in this case that the mortgagees (who had, perhaps, only themselves to blame) had to spend seven or eight hundred pounds on the property to appease the Metropolitan Board.

In the case which I have told you of I do not know of any existing decision that concludes the question, but I hold that the freeholder’s view, assuming the covenants to be in usual form, is the true view.

Time will not permit me to deal with other branches of my subject. Perhaps it may be that at some future time I may have the opportunity of following out to their end the threads that I have dropped to-night. I have passed over lightly long periods of time, and I have touched upon subjects which must be matters of doubt, and even controversy.

At all events, if I cannot teach anything, I at least can learn from discussion, and however poor the Paper may be, I am sure the discussion will be profitable.

You must remember that this subject can boast its own literature. There are some admirable text-books of a practical kind—ELMES, FLETCHER, and TARBUCK. There are the legal treatises of YOUL, GIBBONS (a work of real learning), and GRADY, whilst AMOS and FERRARD, JOHN WILLIAM SMITH, WOODFALL (LELY's editions specially), and REDMAN and LYON, all deal with the subject in their works on Landlord and Tenant. Nor must DAVIDSON's and PRIDEAUX's precedents be forgotten. Nor JOSHUA WILLIAMS, nor COMYN's Digest, TIT-WAST, not to mention others. It may be said that it requires courage to deal with such a subject before such an audience, I hope my courage may not be thought audacity.

I am anxious, being only a professional lawyer, not to pose as an amateur, and therefore incompetent, surveyor. I have remembered a wise old adage, *ne sutor ultra crepidam*. And although I have restricted myself to subjects which it has been my duty for years to study, I neither expect nor hope that my Paper is without its own many shortcomings; but, be this as it may, I trust that they are not so serious or so many as to impair any utility that it may otherwise possess.

(a) Gibbons. Introduction.

(b) Stephens. Comm., vol. i., p. 10.

(c) Smith's Law of L. and T., 3rd ed., p. 298.

(d) Gibbons, on Dilapidations. Com. Dig., Tit-Wast. Reeves' History of the English Law, vol. ii., p. 58., *Greene v. Cole*; 2 Saund. (Wms.), *Harnett v. Maitland*; 16 M. & W., 262.

(e) Woodfall, L. and T., 13th ed., pp. 597, 598, whether it is the

practice for surveyors to charge cracked glass or broken glass as dilapidation I am not sure. I gather not so far as cracked glass is concerned. But if the tenancy be upon the terms of leaving the premises as the tenant found them, the cracked glass (*see* Grady, p. 470) should be replaced.

(f) *See* Williams on Real Property. As to the Condition of Agriculture, Hallam, Middle Ages, vol. iii., pp. 312, 359.

(g) I am indebted to my friend Mr. BREMNER (who was Counsel for the Defendant) for the name of this case. I have not, at present, been able to find it in the *Times* newspaper.

Mr. CHAS. J. SHOPPEE (Vice-President) had much pleasure in proposing a vote of thanks to Mr. WHEELER for his very able Paper. It was plainly impossible to do justice to such a Paper without some previous study of the many interesting points which the author had raised in it, and he, therefore, further moved that the discussion be postponed until the next Meeting, when it was understood that a Paper dealing with the practical side of the question would be read by another Member of the Institution.

He would content himself on this occasion with expressing his sense of the great value of Mr. WHEELER's Paper, which would usefully supplement legal treatises on the subject, such as Gibbons, Elmes, and other well-known text-books. He hoped that as a result of the discussion it would be possible to formulate some principles for the guidance of surveyors in their daily practice in these important questions.

Mr. C. K. BEDELLS (Fellow) begged to second the vote of thanks to Mr. WHEELER for his excellent Paper, and the motion for postponing the discussion until the subject was before the Institution in the complete form referred to by Mr. SHOPPEE. The Paper would set surveyors thinking as

to the principles which they have been in the habit of acting on in connection with matters of the kind, and he, for one, would much prefer to see the Paper in print before expressing his views upon it.

Mr. W. WOODWARD (Professional Associate) hoped to be present on the next occasion. Meanwhile, he ventured to suggest that Mr. WHEELER should, if possible, favour the Institution, in the course of the discussion, with his views on the legal value of the insertion of the words "fair wear and tear" and the effect of the Conveyancing Act on questions of dilapidations and repair. This, he thought, would add great value to the discussion.

THE CHAIRMAN said he could testify from his own experience (which was very considerable in questions of dilapidations) to the great value of Mr. WHEELER's Paper. Mr. SHOPPEE had stated that a Paper would be read at the next Meeting by Mr. PILDRICH, entitled, "Notes on Dilapidation Practice," dealing with the more strictly practical side of the question, and it certainly seemed to him to be the more convenient course to have the two Papers—the one on the law and the other on the practice—in print before commencing the discussion.

The vote of thanks and the motion for adjourning the discussion having been put and carried unanimously,

Mr. WHEELER, Q.C., expressed his acknowledgments of the vote of thanks, and of the kind attention with which the Members had listened to his Paper. Its preparation had been a labour of love, as he felt the greatest interest in all

that concerned the welfare of the Institution. The two points referred to by Mr. WOODWARD should receive his attention before the next Meeting.

The Meeting then adjourned.

NOTES ON DILAPIDATION PRACTICE.

By P. E. PILDITCH (FELLOW).

*Read at the Ordinary General Meeting of THE SURVEYORS' INSTITUTION,
Monday, March 21st, 1887.*

MR. E. P. SQUAREY (VICE-PRESIDENT) IN THE CHAIR.

THE subject upon which I have ventured to submit a Paper to the judgment of this Institution will be admitted to possess considerable interest for the practising surveyor, to whichever branch of the profession he may belong; more particularly perhaps to the London practitioner, of whose everyday work it almost always forms a part. For this and for the reason that the practice of general or lay Dilapidations has never been ventilated here; and not since 1844—nearly half a century since—in the Royal Institution of British Architects, no apology appears to be necessary for opening it now. But an apology from me is, I feel, needed for venturing to offer my conclusions to an audience containing so many Members of far longer and more complete experience than my own, and consequently better able to handle such a subject acceptably. Indeed, I was only led to embark on so hazardous a venture by the kindly and encouraging invitation addressed to the younger Members by THE PRESIDENT, in his Opening Address.

Like so many of the questions which receive the attention of the surveyor, dilapidation—the result of acts of waste—is compounded, as Mr. WHEELER said in his Paper read at

the last Meeting, in scarcely distinguishable degrees of the legal, and the practical or technical. With the first of these branches—the law of dilapidations pure and simple—I have, of course, not dealt, in the first instance because the surveyor reciprocates fully, on his part, the self-denying ordinance imposed by Mr. WHEELER on the legal profession, and does not profess or wish to usurp the prerogative of the lawyer; and further, because, even if he did so wish, Mr. WHEELER anticipated all it might have been possible to say, in the most interesting and luminous Paper he gave us. Still, it is clearly impossible to establish a line of division between the two branches, and any surveyor who essayed to deal with complicated dilapidation cases without a considerable knowledge of the law of the subject would court and meet with certain failure, and land himself and his client in serious difficulties. It is rather, perhaps, with a view of advising the legal mind as to the bearing of practice upon those knotty points where law and practice seem inextricably involved that the surveyor's study is directed to the law. While the lawyer interprets *broadly and generally* the meaning of the often involved and sometimes conflicting canons of law, to the surveyor belongs an even more onerous and difficult task—the application of those principles to the varying circumstances of individual cases.

I cannot help remarking in passing—if I may be allowed to do so—upon the sound view of the scope of the surveyor's duties which led to the inclusion of the legal subjects in the Institution's examinations, to which I am myself indebted for a much clearer view of the relations of law and practice than would otherwise have been the case.

To the surveyor the question of dilapidations seems to resolve itself into two main branches. *First.* The practical and detailed interpretation of the covenant in the lease or

agreement, and, in the absence of any covenant, of the legal principles applicable to the particular circumstances; and *second*, the actual survey, the conduct and settlement of the claim, and the administrative details incident thereto.

In neither of these branches can he fall back upon any hard-and-fast rule to assist him in the execution of his duties.

Few cases of dilapidations are precisely alike. Analogical reasoning is therefore rarely of any service, and the impossibility of putting facts upon paper, especially facts obtaining expression in such concrete form as bricks and mortar, renders text-books, the "*litera scripta*" of the subject, almost entirely valueless; and the surveyor is, accordingly, often without assistance beyond the dictates of that ordinary common-sense, enlightened by experience, on which he is obliged to rely in so many of the matters coming before him professionally, where law and technique are alike powerless to help.

First, then, to consider the basis from which the surveyor starts.

In the absence of direct stipulations in the terms of the letting, or, where the latter are not ascertainable, the circumstances under which the tenancy originated, more or less general customs, and the character of the premises are all important elements of the basis for his work.

Statute law is practically silent on the subject, with the exception of two Acts passed 600 years ago, and the old authorities seem to conflict on this point, some holding that, in the absence of direct stipulation, the common covenants to "repair, maintain, and uphold" are implied, whilst we are told by GRADY that the tenant is then only bound to preserve the premises from "occasional and accidental dilapidation." The decisions of the judges, too, on points of custom and

equity have been apt to vary, and the scales of justice to oscillate, leaving owner, tenant, lawyer, and surveyor alike in doubt and difficulty.

A liability to *use* the premises in a "tenantable and proper manner" is probably all that can be implied; but to the practical mind of the surveyor, looking for tangible directions, this somewhat indefinite injunction does not always give much help. In such cases, therefore, it would be useless to formulate rules, and he must be entirely governed by the circumstances of the case. Where a lawyer of Mr. WHEELER's standing has feared to tread, it would indeed be folly for a surveyor to step in.

Fortunately the cases where leases and agreements do not contain some sort of repairing covenant are practically non-existent, and I therefore turn at once, with a considerable feeling of relief, to a more tangible basis, in the shape of the covenant.

The repairing covenants common in respect to London property alone, are as various as the tints of the rainbow. One of the most complete, and, in the full significance of the term, *effectual* repairing covenants with which I have come into contact, in addition to the usual "well and sufficiently" "repair, uphold, support, sustain, maintain, slate, tile, glaze, "lead, paint, pave, purge, scour, cleanse, empty, amend, and "keep the said premises * * * in, by, and with all "necessary reparations and amendments whatsoever, * * * "during all the said term hereby granted" clause referred to in the R. I. B. A.'s report, and the three years' external and seven years' internal painting clause, contained the following:—

"The lessee to paint and paper, grain, varnish, and "decorate, whitewash, and colour the whole of the premises "throughout, in the last year of the tenancy, and keep, and

“ deliver up the premises, at the end of the term, in good, “ substantial, and complete repair, order, and condition, in “ all respects.”

Such a covenant, specific to a fault, leaves no difficulties or ambiguities in the surveyor's path, and practically converts his schedule of “ dilapidations, wants, wastes, and reparations ” into a general specification of repairs necessary to put the premises into a condition fit for the reception of a new tenant at a rack-rent, which intention is, indeed, sometimes actually indicated in the lease. But between this covenant and a cleverly-drawn one, which was handed me for my guidance a few weeks since, in which one clause ran thus, “ The *tenant* to keep the said messuage in as good order as “ the same now are (fair wear and tear excepted), and so “ deliver them up at the determination of the term ”—and the next clause thus, “ the *landlord* undertakes to keep the said “ messuage and premises in good and tenant-like repair both “ externally and internally when required,”—flourishes every possible variety of form the ingenuity of man can devise, taxing the mind to the utmost to discriminate between their shades of meaning, and some of them affording facilities for all kinds of strained and fanciful interpretations.

It will probably be most convenient to consider first the covenant stereotyped in the report of the R. I. B. A., to which I have referred, and which, with but slight variations, one usually finds in building-leases now expiring, and frequently in underleases granted by building-lessees or their representatives. When unaccompanied by a painting clause this covenant is one of the most moderate in its requirements, and is therefore well fitted to serve as a basis from which to estimate the relative value of other covenants. It is far more suited for this purpose than the “ low-water-mark ” liability, to use Mr. WHEELER's phrase, of the yearly tenant,

which is so slight as to be practically outside the scope of the surveyor's duties.

The elucidation of this covenant contained in the report referred to, is probably, in spite of the lapse of nearly fifty years, in substantial agreement with the present view, and I therefore venture to quote it again, notwithstanding that Mr. WHEELER noticed a portion of it last week, for it serves to indicate where the two Papers, representing the two professions, converge, and for a moment touch. The report says:—

“A lessee is bound to maintain the efficiency of every part of the premises either by simple repair, or, where decay, injury, &c., has proceeded so far as to render it impossible for any repairs to maintain or restore the part to its proper usefulness, then by renewing it altogether”; which interpretation is supplemented by the following more general remarks:—“Dilapidations are in usual practice understood to be those defects only which have arisen from neglect or misuse, and not to extend to such as only indicate age, so long as the efficiency of the part remains. But if the effects of use or age have proceeded so far as to destroy the part, or its efficiency in the structure, this argues neglect or misuse, it being the presumption that at the commencement of his term the tenant was satisfied that every part was sufficiently strong to last to its close.”

So far as structural or substantial defects are concerned, all is comparatively plain sailing under such a covenant. When dealing with an old house it is in most cases not difficult to form a generally accurate opinion as to whether a defect is consequent upon and inseparable from the natural operation of age, or whether it would have been avoided had the tenant during his term “well and sufficiently repaired and upheld” the premises. Evidence as to the state of

the premises at the time the covenant commenced to run may, too, be forthcoming in the case of a lease for a shorter term, and, when it is, will usually modify the view taken of a defect, except, of course, where the premises have been taken by the lessee on the understanding that he was first to put them into thorough repair, consideration for which he has probably received in reduced rent or in some other way. The assumption of foreknowledge of the state of the premises on the part of the tenant when he took the lease will, however, sometimes preclude this consideration. Where the lease was granted for a building-term, age alone should, it seems to me, be taken into consideration in the tenant's favour, and no defects arising from original bad construction or workmanship, the lessee being then the representative of the builder, and therefore fairly liable for such matters. But this, of course, does not extend to reconstruction on a better plan.

Decorative or ornamental work is, to a larger extent than structural, beyond the scope of such a covenant.

I propose now to refer in some detail to a few of the practical points which most frequently give rise to divergence of view.

To commence with, all defects, whether to the exterior or interior, which have arisen through failure to properly maintain the roof, walls, door and window frames and sashes, and other external coverings, are *primâ facie* dilapidations. For instance, empty or decayed joints of brickwork must be reinstated, although I have heard it contended by an authority on dilapidations that no matter how defective the mortar might be, so long as it hung in the joint no dilapidations accrued, notwithstanding the weather must have easily found its way through the soft and crumbling mass, and it was only a question of a short

time before it would powder away of itself, if not previously washed or blown out, and it only required a touch from one's rule to remove it. To be asked to point brickwork is frequently a serious offence in the eyes of the tenant, who seems rarely to understand how seriously the lack of a little mortar in a joint can damage the structure, and that it was his duty to replace it as it became wanting, so as to prevent the decay and disintegration of the actual brickwork which always results from neglect to point.

The parts most remote from view are naturally those most neglected. It is rare indeed to find that brickwork at or above the level of the roof has received proper attention, and is not suffering from neglect. The elements do not so immediately and palpably find their way through defective joints of brickwork, as, for instance, through damaged slates and gutters; and the former are therefore much more frequently neglected, with results equally disastrous to landlord and tenant, for the landlord receives his premises back at the end of the term to a greater or less extent permanently injured, whilst the tenant has to pay a much heavier amount for reinstatement than if he had complied with the covenants during his term.

Under a building-lease and with a covenant such as the one in question, all defects to brickwork are no doubt dilapidations, and must be reinstated even though involving taking-down and rebuilding; but, in practice, where a settlement has been caused by a subsidence of the ground beneath the foundations, I do not when acting for a landlord usually charge the tenant at the end of the term with the whole cost of reinstating the damage, nor is it, in my experience, usual for other surveyors to do so. Slight and unimportant bulges I have always made it a rule to pass.

Tenants open their eyes with astonishment when they

learn they have rendered themselves liable to rebuild bulged chimney-stacks or parapet and garden-walls. "What! must I give back my landlord a new house for an old one?" is an exclamation that often meets one's ears, when a tenant is told that his liabilities are such. The reply is, of course, "No; the tenant's duty is not so extensive as that, but it is to render back to the landlord his old house, not improved, but preserved from preventible damage and decay."

The condition of the drains at the termination of a lease sometimes presents serious difficulties. I have come to the conclusion that in the majority of cases defects in them should not be visited upon the lessee, except when holding under a building-lease, for up to quite a recent date the principles of sanitary science have been little understood, and drains have been constructed in such a manner as to offer a premium to disaster. No fall, or a fall the wrong way, rotten brick drains, defective joints or neglect to core the pipes, manufactured bends and junctions, and faulty and obsolete traps are the usual causes of defects in a drain, and for damage distinctly arising therefrom the tenant cannot, in justice, be held liable, although I recollect a case in which an arbitrator, ruling the other way, made the lessee smart heavily for defects in the drains which it was hardly possible to avoid. Under ordinary circumstances the usual rule is to charge a nominal sum to cover the cost of cleansing the drains, if they need it, but of course damage to fittings or w.c. apparatus is a palpable dilapidation.

In the case of a building-lease, the more stringent rule referred to becomes applicable, and the tenant is held liable to reinstate all actual defects short of actually reconstructing the drains on different principles.

There is, however, another point of view from which the question of drains must also be considered. Two cases were

decided last year in which tenants claimed damages for loss and injury to health through defective drains. In the first, that of *Bartram v. Aldous*, reported in the "Professional Notes," where the tenancy appears to have been a yearly one, the claim was disallowed, the judge laying down the dictum that the tenant "*could only succeed by showing that he was induced to take the house by representations made by the landlord, which were either false to his knowledge at the time or made recklessly, without any care whether they were true or false.*"

In "*Cleghorn v. Macdougall*," tried in December last before Mr. Justice DAY and a common jury, where the premises were held on a lease containing a covenant to leave the premises in "as good repair as they were at the commencement, fair wear and tear excepted," an oral agreement had been made by the lessor before the granting of the lease to put the drains in proper order. The judge put the following questions to the jury:—"Has the defendant satisfied you that the plaintiff failed in his promise to put the drains into proper order, and, if so, has the defendant sustained injury by reason of such breach of agreement?" which the jury answered in the affirmative, and judgment was given for the tenant with costs. The difference in the results seems to have arisen from the fact that in *Bartram v. Aldous* it was not proved satisfactorily that the necessary warranty had been given, whilst in *Cleghorn v. Macdougall* it was clear that it had. Of course it is hardly necessary to say that no warranty in the case of an unfurnished house can be *implied*. These two cases seem to me to be well worth the attention of all surveyors when advising as to taking or letting a house.

Events seem to be tending towards some alteration of the law in this direction, the bill of Mr. LACAITA to enforce periodical drainage inspection, to wit. It may not be out of

place here to refer to a practical point affecting the Members of this Institution, viz. :—that they are not, as the Bill at present stands, included in the list of inspectors. No doubt, if the Bill goes forward, steps will be taken by the Council to remedy this marked omission.

The rule as regards paintwork and papering under such a covenant is fairly plain, even without the assistance of a distinct painting clause. Externally, I have nearly always found it necessary to require painting, if it has not been reinstated within a reasonable period beyond the usual three years; for in that case the heritage is, as a rule, receiving permanent damage, particularly in our London atmosphere, and the longer painting is deferred the more rapid the process of disintegration becomes. Internally, if only dimmed in lustre by age, it should be passed; where a further stage is reached, and it is evenly worn all over the surface and discoloured, cleaning and touching up satisfies the covenant; whilst if it is worn to the wood, scratched or defaced to an appreciable extent, it must be renewed.

The recent case of *Moxon v. the Marquess Townshend* would seem at first sight to reduce the possibility of recovering anything for painting, under such a covenant, to the vanishing-point; but there seem to me to be reasons why this judgment should not be considered as an absolutely binding precedent which may not sooner or later be overthrown. In the original action the judge had nothing before him but the evidence of plaintiff's surveyor, who claimed for painting *throughout*, and that of the defendant's, who allowed *nothing* for painting. It seems reasonable to suppose that, if more detailed evidence had been tendered to him on the part of the plaintiff as regards the painting, claiming only for those portions actually perished, charging small sums where not damaged beyond recovery, and passing altogether rooms only slightly

defaced, the result might have been different. Of course, it may be urged that the case, having gone to appeal, stands now as a law of the Medes and Persians; but it may be well to remember, in the first place, that the plaintiff conducted his own case in person, and, in the second, that the Court of Appeal confined itself to satisfying the minds of its members that sufficient evidence had been laid before the judge who heard the case to enable him to make up his mind, and did not go into the facts of the case at all, which I understand, while settling the actual matter, does not have the effect of constituting so inexorable a precedent as do some appeal cases.

The question of the age of paintwork is frequently immaterial, so much depending upon the way the work was executed, the usage it has received, and the care taken of it. In a terrace of houses at the West End I have recently surveyed, one house had been painted, as I received ample proof, within a few years, yet I was compelled on behalf of the landlord to ask that the majority of the rooms should be painted again, the work—badly executed at first—having suffered from neglect and unfair treatment. In the next house the tenant had not re-decorated his house since he took possession forty years before, but both paper and paint, though dim and rusty, were in such an excellent state of preservation that there could be no justification for demanding it again.

Where there is a painting clause the surveyor's task is, of course, easy, for, although it is sometimes difficult to tell whether a house was painted seven or eight years before, the onus of proof in this respect lies with the tenant.

The fact that only two coats of oil are demanded by the covenant will not always protect a tenant against a claim for three or even more coats. Where external paintwork has been neglected for many years, plastered work particularly,

nothing short of the latter number will suffice, the first coat or two being absorbed by the neglected work itself, and affording little in the shape of a covering or protection to it.

Unless specifically demanded in the covenant, graining, in my experience, is not demanded for internal work.

As regards woodwork, of course decayed external parts, such as window-sills, frames and sashes, dormers, skylights, doors, and shutters, must be repaired or reinstated; and, internally, such matters as treads and nosings of stairs so far worn away as to render the stairs sensibly uneven or to expose the riser.

Dry-rot in timber is a constant source of dilapidation. I have frequently known it arise from so trivial a cause as the use of oilcloth on the basement floor, thus impeding ventilation, and where this is the case the tenant should, *primâ facie*, bear the consequences of his ignorance or carelessness. Defects in original construction, such as the absence of proper ventilation under the floor, or the laying of joists on the virgin soil, are, however, the most frequent causes of dry-rot.

Some kinds of timber, too, are particularly liable to its ravages. I remember a case where dry-rot had permeated a house in most peculiar fashion, picking and choosing its victims among the joists and skirtings with great nicety, and it was ascertained that the portions affected, in almost every case, were of an American pine, which the builder of the house, a captain in the navy, had brought with him from abroad.

In the case of a building-lease, the lessee is clearly liable as the representative at law of the builder of the house, for the reinstatement of woodwork damaged by dry-rot.

In the case of a shorter lease, the tenant is supposed to

have taken the house with a knowledge of its state, and to have satisfied himself that it was calculated to last out the term, with the exercise of due care on his part, and if he has omitted to inform himself of possible defects of this kind he must bear the consequences.

The proper interpretation of the lessee's liability seems to be that he is bound to make good the actual damage from time to time, and certainly at the end of the term, but is not bound to remove the cause, which would mean the reconstruction of a portion of the premises by excavating the basement, relaying the joists on sleeper-walls, and thoroughly ventilating.

No doubt lessees are sometimes made to smart heavily in respect of dry-rot; indeed, I remember being asked to look at a house, which a Queen's Counsel had actually agreed to take, in the basement of which it reigned supreme. I drew a faithful picture of the certain consequences of the unwary step he had taken, which induced him to set his legal mind to work to find a loose knot in the agreement, in which task, I need hardly say, he succeeded. The moral seems to be that even Queen's Counsel are not safe in leasing property until it has been examined by a Member of this Institution.

In such plumber's work as gutters, flashings, aprons, dormer coverings, rain-water pipes, sinks, and cisterns, all deficiencies must be made good, so far as possible by resoldering cracks and redressing the leadwork, and where this would not be effectual, as is frequently the case, by reinstating with sound material. Zincwork can hardly ever be repaired, and, if defective, there is no alternative but to renew it. It sometimes occurs that lead gutters or flats are taken away by the tenants and replaced by zinc. There can be no doubt that this is a dilapidation. Indeed, it is something more serious, and I know of a case, where some

members of a tenant's family earned several months' imprisonment by such a free-and-easy reading of a tenant's duties.

I now propose to consider briefly a few of the terms used in other covenants in general use, with the conclusions I have come to in my efforts to define them in practice, in the hope that the discussion will shed more and much-needed light upon their meaning.

We find the tenant rendered liable to keep and leave the premises and subsequent additions thereto :—

In as good order as the same now are ;

In as good order as the same now are, fair wear and tear or use excepted ;

In good and tenantable repair ;

In good and substantial repair ;

In good condition and complete repair,—or to

Well and sufficiently repair, uphold, &c., the premises (this latter phrase being frequently prefixed to either of the others), besides numerous covenants in which these and other terms are variously combined.

If words mean anything each of these terms must add, in varying proportion, something in force to the bare “repair, uphold, support, and maintain” clause, or subtract something therefrom. How much and in what respects, are questions which every surveyor must be conscious of having asked himself innumerable times, and with perplexity, even with the assistance of actual circumstance.

“*In as good order as the same now are,*” is one of the most difficult to translate. How, after the lapse of a long period of years, a surveyor is to tell the primary condition of the premises, particularly in the frequent cases where he is acting for the estate of a deceased person who alone could have given him assistance, or when

conflicting evidence is offered, is often an insoluble problem. Unfortunately, the practice which obtains in France of describing in a schedule to the lease the state of the premises at the date of its commencement, has, as we know, never taken root in England. The expenditure of a few guineas in having this description made by a surveyor acting between the parties would, in many cases, save an immense amount of trouble and uncertainty, and, perhaps, litigation at the end of the term.

Only when this is done, or when the premises have been put into thorough repair at the commencement of the term, and the fact duly recited in the lease, is this clause a fair or useful one, and only then can the surveyor be sure of doing substantial justice.

The restrictive phrase, "*fair wear and tear or use excepted*," is also an element of great uncertainty, for in the eyes of a tenant it will, of course, cover a very multitude of sins, while to the landlord or his surveyor it naturally has a very limited scope. Still, the trained eye of the surveyor experienced in dilapidations is usually able to distinguish between the effects of an ordinarily careful user and of a careless or negligent one; and it is for the latter alone that the tenant is liable.

This phrase is found most frequently in the leases and agreements under which the class of suburban villa property is held, and often as an adjunct to the equally uncertain clause last referred to. Frequent disputes arise over such instances as the taking away of tenants' fixtures, thereby damaging the paintwork and paper, and nothing seems to surprise a tenant of this class of property more than to be told that his proceedings do not constitute "fair wear and tear" of the premises. "Cannot I take away my own fixtures if I wish?" is a pathetic appeal one often has to listen

to, and the maker of which is rarely appeased or convinced by an assurance that, while perfectly legitimate in itself, damage arising therefrom falls into the category of actual and chargeable dilapidations. Where the paintwork of a room is damaged in this way, I have always considered it reasonable to allow for the painting of the entire room unless it can be efficiently reinstated by touching up, and the same as regards the paper, except it admits of being properly matched and pieced.

In general terms the liability of the tenant under a covenant containing this restriction may be taken as extending to the same defects as would be considered dilapidations in a furnished house.

The injunction to keep premises in "*tenantable*" or "*good*" repair has recently come to the front in *Crawford v. Newton*, decided before the Court of Appeal in July last.

For years the surveying mind has halted between two opinions; as to whether this phrase means "*tenantable*" in the sense of being quite fit to receive a tenant of the status or class usually occupying such premises, or, on the other hand, only in the sense of being fit for the occupation of any tenant who would use it for the generic purpose to which such premises are usually put. The case in question seems to decide in favour of the latter hypothesis. The house was leased for five years, the tenant agreeing to "keep and deliver up "the inside of the premises in *tenantable* repair." It appeared that the tenant had not painted or papered the house during the tenancy, and certain parts of the woodwork were worn away or decayed, and holes left in the walls where the tenant's fixtures had been removed. Mr. Justice CAVE, before whom the case was tried, held that the tenant was not bound to paper or paint or to put the house into decorative repair, but allowed the plaintiffs £20 for

structural repairs—such as replacing the decayed woodwork, and repairing the holes in the wall, and also for an extra coat of paint, rendered necessary in one portion of the house where the woodwork had decayed. From this judgment the plaintiffs appealed, and contended that under the words “tenantable repair,” the tenant was bound to deliver up the house in such a reasonable state of repair, both as to paper and paint and otherwise, that a new tenant could take it. The Court dismissed the appeal, and in its judgment so far defined the meaning of the term as to decide that it did not include ornamentation such as painting and paper, except where its lack had caused a structural defect.

The term “*substantially repair*” may bear either of two meanings. The surveyor would mean by it repairs to the main structural portions of the premises. In the courts, however, the term has been differently translated and received a wider significance. In the case of *Harris v. Jones*, briefly quoted by WOODFALL, the judge seems to have defined the word as meaning that the spirit of the covenant was to be observed, but not necessarily the letter; and in *Monk v. Noyes*, also quoted by WOODFALL, the limitation of this phrase to structural matters alone was not accepted, for some measure of internal painting was included. Unfortunately the practical details of these, as well as of most other cases I have referred to in the original reports while preparing this Paper, are so wretchedly meagre that it seems to be quite the intention of the judges to leave practical points almost entirely to the judgment of the surveyor. In my own mind I try and combine the two meanings of the word in every case I have, where they are not mutually destructive.

“*Complete*” *repair*.—I have not been able to find a reported case bearing on a covenant containing this word, but

taking the usual definition as being applicable, it would mean "leaving no deficiency"; and should therefore, I apprehend, be construed as the most stringent and far-reaching in its application of all the terms used. Coming as it usually does as a climax after "good" or "substantial," I read it as covering everything which can be claimed in respect of dilapidations, subject, of course, to due consideration in respect of the age, class, and tenure of the premises. In a case I have in mind where this clause was in the lease, and also a clause exacting painting throughout at specified dates, I contended, and with success, that, although it was proveable that this latter clause had been fulfilled to the letter, I was entitled to have a large portion of the house repainted because the paint had been damaged in places since its reinstatement.

The obligation to "*well and sufficiently repair, uphold, &c.,*" when this phrase is used alone is certainly difficult of application. The word "sufficiently" is of such indefinite import; sufficiently to what end, and for what purpose? Sufficient repair for the tenant is one thing, but sufficient repair to satisfy the landlord, sometimes quite another. The addition of the word "well" seems to add to the scope of the "sufficiently," or it may be taken to mean that the "sufficient" repairs are to be "well" executed; but to me the two words have often seemed almost contradictory in sense.

As a rule, however, the phrase is used in conjunction with others which help to define the covenant.

In the leading case of *Gutteridge v. Maynard*, cited by WOODFALL, for the purpose of defining the meaning of the "natural operation of time and the elements," the phrase is used in conjunction with a "fair wear and tear clause." From the full report it would seem that the house in

question was a very old one and had been let on a six years' lease, and that the tenant had done no repairs except painting when he took possession. The judge directed the jury to look at the age of the premises on the one hand, and at the covenant which the tenant had chosen to enter into on the other, and to take both into consideration when judging as to the question of responsibility, and added, generally, that the tenant is to take care that the premises do not suffer more than the operation of time and nature would effect, and is bound by seasonable application of labour to keep the house as nearly as possible in the same state as when it was devised. No attempt, however, was made to define what "sufficiently" means.

I have occupied so much time in treating of the first branch of my subject that the second must be much briefer.

It may be necessary to prepare a schedule for either (1) service during the existence of the tenancy, or (2) upon or after its termination.

For the first of these purposes the most obvious and salient points of deterioration only are necessary, the object being to prevent decay by reminding the tenant of his liabilities and, if necessary, enforcing their fulfilment. It is a pity that schedules are not more often prepared for this purpose in the interest of both landlord and tenant, for no amount of ultimate repair will answer the same purpose as careful maintenance from time to time. There certainly ought to be, and I think, as a rule, there is, in the mind of the surveyor a tendency to take a lenient view of the liability of a tenant who has obviously done his best to keep up the tenement, while he cannot be blamed for compiling a heavy list of deteriorations if the contrary has been the case. I take it that the surveyor should exercise a certain dispensing

power in the interests of justice and of good relations between the classes of landlord and tenant, and that the general tendency of his acts as a dilapidation-assessor should be to encourage and put a premium upon careful tenancies as well as to represent a retributive NEMESIS in the case of neglect and waste.

Of the other alternatives, it seems to me far best to adopt, whenever possible, the practice of leaving the preparation of the schedule at the termination of the tenancy until the premises are actually vacated. By it, the necessity of a second schedule is obviated, when defects accrued since the first survey, or then hidden by furniture or caused by its removal, come to light; and beyond this the reinstatement of the dilapidations by the tenant at the end of his term, when he knows he can obtain no benefit from his outlay, is never satisfactory to either party. The landlord usually finds he has to do a large portion of the work over again before he can let the premises, and the tenant has the trouble of making subsidiary reparations at heavy cost. It is far better, as a rule, to let the term run out, and then prepare the schedule and valuation and agree a sum to be paid in lieu of reinstatement. The landlord can then add something to it, and have the repairs necessary to render the premises ready for the occupation of a new tenant carried out. It is frequently, however, difficult to persuade the landlord that his true interests are best served in this way, for he often makes up his mind that no such contribution on his part should be necessary, and that the outgoing tenant ought to leave the premises ready for a new one, and it is difficult to disabuse him of this idea.

We hear a great deal from time to time of cases of hardship arising from dilapidation claims. Such cases do undoubtedly occur, but the great majority of them arise

when an ill-informed or careless person has purchased the fag-end of a lease without duly considering in his bargain the liability thereby incurred, or where a mistaken parsimony has begrudged the modest fee of the surveyor at the beginning of the term, with disastrous results to the would-be economist at its termination. The more general adoption of the practice which obtains in the office with which I am connected, of either compelling the holder of a lease which is about to change hands to repair the premises, before granting a license to assign, or of supplying the proposed assignee with a schedule of dilapidations then existing, would to a large extent effectually prevent such trading on the ignorance of the purchasers of leases. It must, however, be noted that the converse frequently occurs, and that purchasers of fag-ends of leases for a mere song can be quite as loud in their denunciations of dilapidations, as less wideawake persons.

Again, hardship is no doubt caused when the structure was originally constructed, as so many of our suburban houses are, of very inferior materials; we all know how frequently we pass through whole streets of houses erected within recent years, the pointing of which, for instance, requires reinstatement throughout already. A tenant taking a lease of such premises is on the sure road to disaster, unless he is advised in time, and has a clause inserted in the lease excluding from the operation of the repairing covenant such defects as are caused by original defective construction and materials.

The practice which sometimes, but not often, obtains of making a tenant pay, at the end of a lease which he is going to renew, a sum in lieu of dilapidations, and also put the premises in repair for his new tenancy, cannot be defended. Although it may be urged that allowance is made for this

fact in fixing the new rent, a tenant who is bound, for business reasons, to remain in certain premises is not likely to be satisfied with such an answer, at whatever figure his new rent may have been assessed ; and, at any rate, the system is open to the accusation of being uncertain, and its justice open to question.

The settlement of the amount to be paid in lieu of dilapidations involves high business qualities of tact, of skill in negotiation and in the knowledge and management of men, and some experience and aptitude in the weighing of different kinds of evidence. I once heard our Secretary describe the surveyor as the "handy man of professional life." Such a title does not seem to be altogether out of place. To some of the artistic temperament and knowledge of the architect and a tinge of the legal mind add a dash of the man of commerce, and the result is the typical dilapidation-surveyor. One of his objects is to avoid litigation, with its attendant costs and troubles ; and to do this, and at the same time sacrifice no part of his client's true interests, at times calls for all the address and business capacity which his varied education and experience can afford him. To this end it cannot be too fully recognised by the young surveyor that absolute fairness in the preparation of the claim, or, if he is acting for the tenant, in its examination, is essential. Claims are sometimes prepared hastily or with the intention of providing a good margin for concession, which will not stand the test of careful scrutiny, and consequently land their makers in untenable positions, out of which they cannot get without either a loss of prestige and personal dignity, or by recourse to a reference or litigation. In the majority of cases a more satisfactory method prevails, but I have on several occasions been met with claims of more than double the amount finally taken after discussion, or awarded by the arbitrator.

In every case where there exists even a possibility that the claim will be contested, it seems to me essential that full measurements should be taken and a proper bill of quantities prepared. Nothing less than this will enable a surveyor to stand successfully the cross-examination of counsel prompted by hostile surveyors; and the result will be found to fully repay the additional trouble involved.

Before concluding, I should like to make brief reference to one or two points raised by Mr. WHEELER, which seem to call for some remark.

He referred to the question of liability when premises are pulled down under the dangerous-structure powers of the Metropolitan Board of Works. No doubt exists in my mind that the leaseholder, if holding under an ordinary covenant, would have to rebuild. In an analogous case, some few months since, a London vestry exercised its powers of ordering the demolition of premises as dangerous and unfit for habitation, and the lessee, who had a twenty-one years' lease, after trying every means to evade responsibility for a long time, and going far and wide for advice, eventually accepted his liability and rebuilt the premises, and, unless under very exceptional circumstances, I apprehend the same result would always happen.

The question of agricultural dilapidations is too wide to include within the scope of this Paper; indeed, it might fitly form the subject of one to itself, having its own literature of statute, and case law. I should like, however, to ask a question of Mr. WHEELER, as to the equity which he thinks may arise, in the case of ordinary dilapidations, from the terms of the Agricultural Holdings Act, 1883. All the important improvements mentioned in that Act, except drainage, are not subjects for compensation unless the consent of the landlord has been obtained to their execution.

The same consent would, therefore, seem to be necessary in respect to ordinary dilapidations, and, of course, would never be given, when it was known that it would carry with it a liability to compensate. Such an analogical application of law would, therefore, seem to be inoperative. Not being a lawyer, perhaps I am somewhat obtuse; if so, no doubt Mr. WHEELER will enlighten me.

A case of so-called ameliorating waste came under my notice a short time since, in which the addition of a new wing to a residence during a lease was the actual cause of a settlement in the walls of the main building. Nearly all the floors throughout the house were thrown out of level, and door and window frames were disarranged. Counsel advised that all the damage caused thereby were distinctly dilapidations and should be fully restored, and, further, that if no consent for the alterations had been given the landlord could compel the lessee to completely restore the premises to their original condition, including pulling down the new wing and rearranging all the floors in exactly the same condition as they were before. In view of the case of *Doherty v. Allman*, referred to by Mr. WHEELER, this point seems one on which full discussion will be beneficial.

I have, I am sure, occupied too much of your time, and, I fear, wearied you. It now only remains for me to make acknowledgment of my indebtedness for the majority of the practical illustrations upon which my conclusions are based, to experience gained in the course of my connection with the practice of my principal and friend, Mr. SPENCER CHADWICK, and to thank you for listening to my Paper, the inadequate nature of which I am fully conscious of; but which, I would venture to assure you, has been honestly thought out with an earnest desire, at any rate, to arrive at true solutions of the many unsettled questions with which

the subject bristles, free from bias in favour of either of the usual contracting parties.

MR. T. CHATFEILD CLARKE (Fellow) said the duty had been assigned to him of resuming the discussion on Mr. WHEELER's Paper, read at the last Meeting, and of introducing the discussion on the Paper just read by Mr. PILDITCH, which all who had listened to it would agree was as admirably terse and practical as it could possibly be. To the Members of the Council it was additionally interesting from the fact that Mr. PILDITCH was one of the most distinguished of the younger Members of the Institution, having risen through the Student course and the Professional Associateship and Fellowship examinations to the highest class of Membership. He had proved the practical nature of his acquirements by the excellent Paper which he had read that evening, and for which he now proposed that a vote of thanks should be accorded to him. The only respect, indeed, in which he found himself at variance with the author was as to the necessity for an apology for venturing to read a Paper on this subject before the Institution.

He would like to say a word or two upon a point touched upon in that Paper, and which had, no doubt, weighed very much with many surveyors in that room—the question of claiming dilapidations where buildings were being removed for new streets or for other purposes. He had often had the question put to him, “What right have you, when taking down an old building and replacing it by a new one, to claim dilapidations of me?” His answer had always been, “I think it is a perfectly equitable claim, and one which ought to be advanced and maintained.” He did so on the clear ground that it was a sum of money which a tenant should have laid out from time to time in the preservation of the

property, and there was no moral or equitable reason for releasing him from the obligation of returning to the landlord that sum which he had not laid out upon the premises.

Another matter which weighed very much on his mind, and which was evidently not absent from the mind of the writer of the Paper, was what will be the condition of much of the leasehold property put up by speculative builders in London when it comes to be surveyed some few years later by many of the younger men whom he saw in that room? This was one of the gravest matters for the consideration of the profession; for, having regard to the defects of original construction, this would tax to the utmost the judgment of the surveyor who desired to deal fairly with the interests involved. It would be wrong and inequitable, in his judgment, to seek to make the lessee very largely liable for those grave "laches" on the part of the lessor's surveyor in not seeing that the property had been originally constructed in something like a sound and sanitary manner. He had been quite recently asked to survey a street of houses of this class built about 15 or 20 years. There were about 40 houses on each side of the street. On one side of it the lessee at once accepted the schedule of dilapidations sent from his (Mr. CLARKE's) office, and did his work fairly and properly. The man on the other side argued that he had had the lease only some 15 or 20 years; that the 80 years had not nearly run out, and that it was a cruel hardship to put upon him a severe schedule of dilapidations, and make him restore. In the result he did the work very inefficiently, and threatened legal proceedings. This was one of the instances in which he (Mr. CLARKE) had been brought face to face with the question of the probable condition of a good deal of this class of badly-built property in a few years to come.

The question of dry-rot had been referred to by the author. Dry-rot did not attack basements only, as many were aware. He had known many cases of it in new buildings, arising from the practice of sealing linoleum down on the floors without providing adequate ventilation. He now made a stipulation that in no new building with which he was concerned was linoleum to be sealed down. It was a fatal source of dry-rot, and was by no means the trivial question it might at first sight appear to be.

The question of scheduling the condition of a house before it was taken was a most important one. Many years ago a client of his took a house at Reigate. After taking it, he began to find defects in it, and sent him down to inspect it. He found its condition as bad as it could be, and advised his client to let him take a very careful schedule and attach it to the lease. He did so, and when the lease expired his client was saved from a lawsuit, and came to terms with his landlord. But that, of course, as the writer of the Paper said, was the wrong way of doing the matter. He ought to have called in a surveyor before agreeing to take the lease.

He did not propose to discuss the various judgments referred to in the Papers of Mr. WHEELER and Mr. PILDITCH, except to say that he believed these, difficult as they were to reconcile, were generally based on grounds of equity and common sense.

In conclusion, he desired to record his opinion that the Paper contained not only the materials for an admirable discussion, but a great deal of wise and just suggestion which surveyors called upon to deal with these questions would do well to act upon. He had always felt, himself, that if he made a fair claim in the beginning, and had a respectable surveyor to meet on the other side (of course naming an umpire in case of disagreement), no real difficulty arose; and

this, he believed, was the experience of a large majority of those present that evening.

Mr. C. K. BEDELLS (Fellow) had much pleasure in seconding the vote of thanks and proposed, with the permission of the Meeting, to refer to one or two points which he had come across in practice. In doing so, he would put his remarks interrogatively, in order that they might form the subject of discussion by the Members of the Institution. He would begin with one point which he met with in early practice, and respecting which some of the older members of the profession—one especially, to whom the case in question was referred—took very strong views. This point was the difference between the usual words in a lease, “use and wear,” and the words “wear and tear.” He was rather disappointed with the award in the instance he referred to; but the gentleman who gave it advised him afterwards never to allow in any lease in which he was concerned the words “wear and tear,” but to adopt the form “use and wear.” He was himself of opinion that the legal reading of these two terms did not warrant the great difference of value which his adviser seemed to attach to them.

On another point he had also found a difference of practice amongst the older members of the profession. Take internal painting in the case of a lease, not for seven, fourteen, or twenty-one years, but of seventeen years, and with a covenant to paint internally once at least in every seven years. There would be some odd years to run beyond the fourteenth. Was it authorised and established practice to make a *pro rata* allowance for the three or four years which succeeded the last-specified time in the lease for internal painting, &c., or did the liability not really accrue and mature until the twenty-first year? This was a point on

which he had found, when matters had been referred, a great difference of practice.

He thought that the age and condition of the premises at the time of the demise ought certainly to be taken into account. There was frequently a great difference between the position of an underlessee and the owner of the original lease. He had in his mind a case in which he was engaged many years ago in the Gray's Inn Lane in connection with an old half-timbered house. He was concerned for an underlessee, who, being a lunatic, could not furnish him with information as to its original condition. Looking over the house, he came to the conclusion that at no time during the currency of the underlessee's term could the premises have been as they were described in the schedule of dilapidations—namely, a front shop with dwelling-rooms behind, and a residence on the upper floors. At the time he made the survey, the premises were used as a crockery-shop from top to bottom. The claim was made first of all on the original lessee, and his surveyor simply handed over the claim to him, and told him he stood in his shoes, and was just as responsible as he was. The claim was to put these houses back again, absurd as it might seem, into the alleged original condition of a front shop and dwelling-rooms. He managed to find out an old shopman, and ascertained that at the time when his client's tenancy commenced the premises were practically in the same form and condition as when the claim was made for dilapidations.

The matter was not actually taken into court, but went before Mr. WARREN, the Commissioner in Lunacy, with the result that his view was upheld, and his client was saved £150 out of a claim which was made and which he was told (he was then a very young man) he was liable for, and which was precisely the same claim for dilapidations as the

holder of the original lease was liable for. This was, he thought, an important point, and showed that the age and condition of the premises at the date of the demise should always be taken into account.

Another point which should fairly be taken into account was the great change which frequently took place in the use and nature of the neighbourhood. In many cases when the lease was originally granted the house was, say, a professional residence or a nobleman's mansion, but, owing to the movement of population, was now perhaps let out as offices, or even in weekly tenements. At page 270 of his Paper, Mr. WHEELER said that the decisions go to this extent, that, whatever the change of circumstances, the terms of the lease must be literally fulfilled. All he could say was that it was most unreasonable if this was so, and not for the good either of tenant or landlord.

There were cases, of course, where the reverse operation took place—where premises increased instead of decreased in value,—and in these cases the lessor got the benefit. It had always been his own practice to take into consideration any alteration in the character of the neighbourhood, and to base his claim upon the average state of finish, repair, and condition of the houses in the particular street or square in which the property was situated. This seemed to him, whatever might be the legal view of the case, the more equitable and proper view to take.

Again, according to Mr. WHEELER (pages 262 and 263) the basis of claim should be the damage to the reversioner. But surely that could not be the measure of claim intermediately! He could understand it at the end of a lease. Take, for instance, the case of a lease for seven, fourteen, or twenty-one years, and assume that the lessee neglects his roof, painting due externally at the third and

sixth years, and due internally at the seventh year, and so on, was he to be told that the measure of the claim against the lessee was the damage to the reversioner estimated at that time, "less a discount for immediate payment"? Such a contention seemed to him to be monstrous. In the meantime great injury might have been done to the premises. To take that view of the claim against a lessor for non-fulfilment of his covenants at the seventh or fourteenth year in a twenty-one years' lease would be quite unreasonable.

One great difficulty in practice was—what was often met with—a half-fulfilment of the schedule of dilapidations. It seemed after this cruel, perhaps, to go in for the whole, but it was often found to be done in such a way that a little less than the whole would satisfy a reasonable claim. He had met with a case in which a lessee in a spiteful spirit having been served with a notice of dilapidations, painted all the woodwork in the house black. He had often found cases where the work was merely smudged over, and not done in such a way as to satisfy any reasonable surveyor.

Another point to which he would like to call the attention of members of the profession was this, and it was comparatively new practice—What was the right and generally-accepted practice under the new Conveyancing Act? Was it better in the notice attached to the schedule to claim a definite sum? Of course the notice gave reasonable time to repair, and also claimed compensation if the work was not done. The practice of some surveyors was, directly the notice was served, to put in a claim, and a somewhat extended claim, for the dilapidations. His own practice was not to put in the amount in £ s. d. until he saw what was done. A great portion of the claim might be complied with within a reasonable time. He would like to know what was the generally-accepted view as to the proper

practice under the new Act. He supposed one of the items of compensation claimed, certainly at the end of a reasonable time, if not before, would be the solicitor's and surveyor's charges for making the claim.

He quite agreed with Mr. PILDITCH and Mr. CLARKE that it was only an act of ordinary prudence on the part of a lessee, when taking a lease, to have a schedule of the then existing defects put down. There were many cases in which, especially in older houses, the old marble chimneypieces were cracked. It would be almost a sin to disturb the existing state of things. The remedy clearly was, if they were acting for a lessee, after having got the house generally put into proper repair by the lessor, to schedule any such remaining defects, and attach the schedule to the lease. Mr. PILDITCH, he noticed, recommended this course, and he quite endorsed all that Mr. CLARKE had said in support of his view.

Then as to graining. Mr. PILDITCH had said that he did not claim graining, for many reasons. Of course graining and the style of decoration was sometimes expressly required to be kept up to the same standard. When not so clearly expressed, his own practice had been this. Mere touching up and varnishing would generally answer, sometimes even for 14 years, when a house was used in a husbandlike way, and would cost just about the same as cleaning and two good coats of oil-colour. He generally considered the one about equivalent to the other. The difficulty, if there was any difficulty, arose when the graining had been touched up three or four times, and had acquired a dingy yellow sort of hue and would not bear touching up again.

He had, himself, in such cases, made a practice of claiming the painting out and the regraining, and he did not find it was very often disputed. Was it not covered by the usual word "maintain"?

It was frequently found stipulated in a lease that the lessee was, in the last year of the term, to entirely repaper and paint the house—in fact, to make it fit for a tenant to go into. He thought in cases where the landlord had done this in the first instance, or allowed for it fully, it was nothing more than a reasonable and proper covenant. Wherever he had put a house into thoroughly good repair at the expense of the landlord, he always considered it a perfectly legitimate and proper thing that the tenant, having had the benefit of it during the term should, at the end of that time, put him in the same position as he was before.

Upon one point he had had a very bitter experience, and he would caution some of his friends against going to a jury on that account. He believed they would find that juries were now more unwilling even than they had been till recently (owing to the agitation about leasehold enfranchisement) to do what in his view was justice to the landlord. He had a case some years ago where a man, to gratify a hobby, spent a great deal of money in fitting up a stable in the most expensive way to a house of which he had a lease. He expended something like £1,200 on a stable attached to a very ordinary house. The lessee claimed this expenditure as a set-off to his dilapidations. His client was not an unreasonable man, and in consideration of this outlay on his stable, which was not a remunerative outlay to the landlord, agreed to take from the lessee on his going out everything which was fixed in the way of tenant's fixtures.

The case, however, came before the City Court, and Sir HENRY JAMES, who was his counsel, did, as he always does, his best. He put the case very strongly indeed, and the commissioner pointed out very clearly that the expenditure of £1,200 on the stable could not be set off against dilapidations in other parts of the house which were in a very

neglected state. But the jury, nevertheless, persisted in making the one a set-off against the other, and gave a merely nominal sum for dilapidations.

The rectification of sanitary defects certainly frequently fell upon the lessee, but not under the head of dilapidations. Where they came on the lessee, it was in this way. There was generally a clause in the lease, altogether separate from the repairing covenants, stipulating that he should indemnify the lessor against any charges under any Acts of Parliament in the metropolitan district, and so on. It was under that clause, he thought, that the lessee became liable for the rectification of sanitary defects or deficiencies. It was a mean thing (he had heard of its being done, but could not express his opinion too strongly about it) for a lessor, when he knew that the term was getting within two or three years of its expiration, to set the sanitary authorities in motion to serve the lessee with notice, in order that the work might be done at the lessee's expense. He felt sure that there were very few Members of that Institution who would support this kind of practice.

He believed it was absolutely impossible to meet all cases by hard-and-fast rules either of law or of practice. There would always be cases of hardship if the covenants were pressed, and there would always be room for reasonable and honourable dealing between lessor and lessee, under the guidance of upright surveyors who would strive to take an equitable view, and see that no injustice was done to either party.

Mr. W. SIMMS (Fellow) desired to make a few remarks on one or two points of detail in connection with the interesting Papers under discussion. For some years past the surveyor had been standing on less firm ground in dealing

with these important questions of dilapidations than he stood on twenty years ago, and he believed that the clear expositions of law and fact which these two Papers contained would greatly assist them in getting back into their former position. There were one or two points, however, upon which he did not feel quite firm yet.

He particularly noticed that Mr. WHEELER, in referring to a case which he called a "very pretty quarrel," mentioned, "It is contended that the covenants to repair "do not extend to rebuilding." He imagined that the covenant to repair would, from a legal point of view, cover the upholding, maintaining, and sustaining clauses, and that the liability to rebuild in case of need clearly fell upon the lessee. He looked with a good deal of anxiety to Mr. PILDITCH's remarks on that point, but was sorry to find that the point was not made so clear as he had hoped. He gathered from Mr. PILDITCH that he might, in the case of a wall requiring to be rebuilt, use his own discretion in giving his adjudication, assuming he were adjudicating. If he were wrong he would be very wrong, because it had always been one of the principal points in connection with dilapidations that an upholding, sustaining, and maintaining covenant clearly made a lessee liable in case the house fell down. Take the case where a man had a house with an ordinary covenant. If by what legal gentlemen called, he believed, *vis major*—an earthquake, for example—the house fell down, the unfortunate tenant would have to put it up again. He would put another strong case. Suppose a lessee (Mr. JONES) held from his Grace the Duke a house for fifty years at a rental of £50 a year and sublet it at £250, thereby reaping a profit-rental of £200 per annum. If that house fell down three years afterwards, surely it was a clear liability devolving upon the lessee and not upon the lessor to

rebuild it. If both refused to rebuild, his Grace would continue to receive his £50 per annum (there being no cesser of rent), while the unfortunate JONES, apart from his legal liability, would find himself absolutely forced to restore in order to ensure the future enjoyment of his profit-rental.

He quite agreed with Mr. CHATFIELD CLARKE and Mr. BEDELLS as to the value of scheduling to the lease the condition of the premises when they were let, and was aware it was a custom in some offices to schedule all defects, thereby safeguarding the lessee against an unfair claim at the end of his term, ten, fifteen, or fifty years afterwards. The general adoption of a schedule giving these details attached to the lease would be, in his opinion, a valuable reform, beneficial to all parties concerned.

He had not heard touched upon the question of the liability of a tenant under an expired lease for rent before the question of dilapidations was settled, though he believed that there was a very well-known rule amongst surveyors dealing with the point. If acting for a landlord, they often claimed rent because of what they called vexatious delay. If acting on the other side, speaking generally, they always opposed the principle as utterly unsound and wrong. He would be very glad if Mr. WHEELER would put them right as to the exact law on the subject: whether, first, rent can be legally claimed, and, secondly, under what conditions. In doing so, he would add to the very valuable service he had already rendered the Institution.

Mr. CHAS. J. SHOPPEE (Vice-President) said that for years past he had made it a practice to have a schedule of dilapidations prepared, setting forth what had been done and what had not been done in every room and every portion of the house, this schedule being signed by the

surveyor who met him, and placed with the lease. He first prepared a schedule of the kind some thirty years ago for a client—a retired Indian judge—who insisted, before taking a large mansion in the country, that this course should be taken. He was now preparing a similar schedule for a mansion in Kent, giving the condition of every room, and stating whether it was decorated or not. This course frequently saved an enormous amount of difficulty hereafter. It served as a valuable protection both to the lessor and the lessee, and he only wished it were more often adopted.

On the motion of Mr. P. D. TUCKETT (Fellow), the discussion was further adjourned to the Meeting of April 18th.

AT
THE ORDINARY GENERAL MEETING,
Held on Monday, April 18th, 1887.

MR. E. P. SQUAREY (VICE-PRESIDENT) IN THE CHAIR.

The adjourned discussion on the Paper by Mr. WHEELER, Q.C. (Associate), entitled "Dilapidations, and the Legal Obligation to Repair," and on the Paper by Mr. P. E. PILDITCH (Fellow), entitled "Notes on Dilapidation Practice," was resumed by

Mr. P. D. TUCKETT (Fellow), who said the Institution had to thank the authors of two really useful and practical Papers. Such short statements calling attention to the latest cases, and also to any new legislation since the dates of the ordinary text-books, on any technical subject specially affecting the profession, had an especial practical value.

Some years ago Mr. SMALMAN SMITH assisted them in this way on the subject of "Fixtures." Then they had Mr. CRICKMAY on "Ecclesiastical Dilapidations," and he thought it was a very happy thought of Mr. WHEELER's to render them a similar service in reference to more general dilapidations.

One of the most recent changes to which Mr. WHEELER had called attention was the alteration in the law affecting actions for ejectment occasioned by the Conveyancing and Law of Property Act of 1881.

On page 261 Mr. WHEELER quoted from the 14th section of that Act, that a right of re-entry shall not be enforceable *unless* and *until* the lessor serves on the lessee a notice specifying the particular breach complained of, and,

if the breach is capable of remedy, requiring the lessee to remedy the breach *and* make compensation. Referring to the Act he found the full words to be "and make compensation in money to the satisfaction of the lessor for the breach."

He thought it might be useful if Mr. WHEELER were able to give any information as to the true interpretation of those words. He had been surprised on several occasions to hear surveyors remark that this Act had rendered an action for ejectment exceedingly unsatisfactory, because one had, as a preliminary, to state the money-value of the dilapidations, and might have to accept it; and this view was put forward by Mr. BEDELLS, where he said (on page 308), "Of course the notice gave reasonable time to repair, and also claimed compensation if the work was not done." Now, he (Mr. TUCKETT) might be wrong and Mr. BEDELLS quite right, but he had not supposed that to be the meaning of the words. The clause did not say "or," but "and" "make compensation"; and the view that he had taken was, that the lessor was to state the amount of compensation he required for damage already sustained, assuming that the repairs were done pursuant to the notice, because the delay in doing the repairs would probably have occasioned some damage, if only in expense; and might in some cases have resulted in some injury to the fabric which subsequent repair would not entirely remove. He had himself been concerned in two actions for ejectment under this Act, although they did not come into court; in one of those cases, under the advice of counsel, the amount of compensation was stated at 10s., as a nominal amount, the object of the lessor being to compel the repairs to be done; and that result was effected by the service of a writ in ejectment, though it had not been by the notice, the lessee finding that he could not successfully defend the action

without agreeing to do the needful repairs, and so coming to terms.

Pecuniary damages were usually given for damage actually sustained, and not for future estimated damage, and his impression was that this Act relieved lessees from the full penalty of losing the premises for a past breach, provided they were now willing to satisfy every just claim of the landlord, and by no means gave lessees a new option of continuing to leave a specific covenant unfulfilled on paying damages for it.

A few pages further on, Mr. WHEELER discussed actions for damages during the term, but he should think that, wherever there was a proviso for re-entry in case of breach, it would be altogether unusual to bring an action for damages for dilapidations until the determination of the term, because the remedy by ejectment was a much better one.

On page 263 Mr. WHEELER laid down a very important principle where he said that the rule now, too clear to admit of real question, in an action for damages for breach of covenants to repair, is—"To what extent has the marketable value of the reversion been injured?" It was not the cost that the lessee would have incurred if he repaired, but it was the damage sustained by the owner in consequence of the breach of covenant, as in all other actions for damages. He then went on to mention (at page 271) the case of *Inderwick v. Leach*, where the Court of Appeal held that substantial damages might be given, although the premises were about to be pulled down; but this decision did not appear (upon the short statement given) to have been inconsistent with the above "dictum," because a jury had already found that substantial damages had been occasioned, and because, on proof of failure to fulfil a clear covenant, the presumption should be that damages would be sustained, and the onus of proof to show that they were not; and in many

cases where land was valuable, as in London, it would make all the difference between pulling down an old building and reletting the site, or reletting the building at a rack-rental, whether it had been properly kept up by the last lessee or not. So that a landlord might find it best to remove a dilapidated building, and yet have sustained substantial damages by the failure to repair it.

In that connection he was rather struck by Mr. CHATFIELD CLARKE's statement (on page 302), that where buildings were being removed for new streets or other purposes, he had always claimed full compensation for dilapidations, because there was no "moral or equitable" reason for releasing the lessee from his obligation. He thought that statement was certainly opposed in principle to Mr. WHEELER's view of the law, though as a matter of ordinary practice, the cases in which there would be very much practical difference might be comparatively few. As to new streets, in an ordinary compensation case where the term had not expired, of course the tenant's liability for repairs (present or future) was a fair deduction from the gross value of his unexpired interest; but that was an entirely different case from a claim upon a lessee whose term had expired, and where it was the intention to pull the house down. In many such cases the landlord would probably recover upon the facts; but it must be on the ground that he had really sustained damage, and not, as Mr. CLARKE put it, because the lessee had saved money. It was important that such distinctions should be clearly kept in view, because it would not do for an arbitrator to award, for "moral" or "equitable" reasons, damages against a lessee for which he was not legally liable. The principle that the damage sustained by the landlord was the real measure of compensation was one that cut both ways, because, if a building be allowed to become dilapidated, the damage may

often cost very much more to remedy afterwards than the appropriate repairs executed at the proper time would have done.

A point of some interest in this connection was touched upon by Mr. SIMMS—viz., the question of allowing anything for rent. The case Mr. SIMMS put was rent during the settlement of a claim, and he said it was claimed sometimes on the ground of vexatious delay. He (Mr. TUCKERT) did not think that could be sustained, because when a landlord once got possession, whether a dilapidation case were settled or unsettled, there was no legal obstacle to prevent his proceeding to repair, whether it was judicious to do so or not. But there was another point—rent during the time that would be required to do the repairs. Such a claim had not long ago been made before him (Mr. TUCKERT), sitting as umpire in a dilapidation case, and he had had to deal with it. The surveyor for the landlord pressed for a quarter's rent on the ground that the house would be uninhabitable during the repairs, which ought to have been previously done. On the other side, a London architect of high position opposed it chiefly on the ground that it was not usual and was never allowed. He should be interested in hearing how other surveyors dealt with such claims. He had considered that the landlord would be entitled to damages, if he had really sustained the loss of rent solely in consequence of the breach of covenant, but that he must prove the damage. In the case in question, he satisfied himself that there was little or no doubt that the house would have stood empty for at least one quarter, even if the repairing covenants had been fulfilled, and therefore he did not allow this item; but he considered it was a matter for evidence in each case. He supposed the expression that it was not usual to award anything for rent really meant that it is not often that such damage can be proved.

Mr. PILDITCH's Paper appeared to be, in the main, a fair

statement of the ordinary practice of surveyors in dilapidation cases, and before offering a few criticisms of particular passages he wished to express his hearty approval of its general character.

In mentioning various forms of covenant (on page 281), Mr. PILDITCH instanced one where the landlord covenants to repair. As surveyors had to settle covenants and agreements to repair, as well as afterwards to interpret them in dilapidation cases, it might be well to point out how dangerous was such a covenant. On failure by a lessee to fulfil a covenant to repair, the landlord's damage was a measurable quantity, limited by the injury to the premises; but if a landlord covenants to keep roofs (for instance) in repair and fails to do so, the damage to be sustained by the tenant might extend to the value of the merchandise or produce stored in the buildings, and possibly to more remote claims arising from damage thereto, or from deprivation of the use of the building; and in case of a storm or other sudden damage, it might be that the tenant, instead of at once taking all reasonable precautions, would trust to the landlord's liability and sustain very considerable damage. It was, therefore, neither safe nor usual for the landlord to directly covenant to repair, though particular portions of a building may be excepted from a tenant's liability.

On page 283 and the following ones, Mr. PILDITCH appeared to desire to establish, as a matter of principle, a distinction between a lease for a building term and a lease for a shorter term on the ground that under a lease for a shorter term the lessee was not to be responsible for defects of original bad construction, but that he was to be so in the case of a building term, where, Mr. PILDITCH says, the lessee is the representative of the original builder. He (Mr. TUCKETT) very much doubted whether there was any firm legal basis for such a distinction. Mr. PILDITCH said

“a building term.” It did not follow that the builder had contracted in all cases to build a house without any original defects. He probably agreed to build to the satisfaction of the landlord’s surveyor, and on obtaining his certificate that he had done so, had a lease granted to him, not containing any covenant to build. He thought the legal liability must be determined in each case by the words of the covenants in a lease, and not by the number of years for which it was granted.

He believed the great principle to bear in mind in dilapidation cases, was that expressed in GIBBON, GRADY, and the other text-books, that a covenant to repair obliges a lessee (by preserving a sound roof covering and otherwise) to guard against preventable damage, and to restore those parts of a building which wear out or are destroyed during the term; but that he is not bound to repair parts that are merely in process of decay from age or fair use. A familiar illustration found in some of the books was that of a stair-tread. It might have begun to be worn either before or after the tenant entered, but as long as it held together and was not worn out, one could not claim for a new one. Directly it broke through, the lessee must put a new one, even though it had been much worn when he entered.

The above principles were carried out by Mr. PILDITCH, where he said, “Slight and unimportant bulges I have always made it a rule to pass,” because in such a case the wall was not yet worn out. Also, in all he said about old drains (on page 285), except only the one word “rotten,” which implied something that would be a dilapidation, and except that the somewhat strained distinction between the lessee under a building lease and other lessees again appeared.

On page 291, Mr. PILDITCH referred to a great many forms of repairing covenants to be found in different leases. He did not propose to comment on each of those, except to say that, where one had anything to do with the framing of

new agreements and leases, it was very undesirable to use doubtful language and strings of words the meaning of which was very imperfectly understood. He supposed the origin of the whole thing was that all deeds were paid for according to the number of folios they contained, which produced a disposition to pile on superfluous adjectives, forgetting that one might obscure the sense quite as much by adding unnecessary words as by leaving out necessary ones. Everybody knew what "good repair" meant, but where the state of repair was described in such debateable terms as "sufficient," "tenantable," and the rest, it must often be difficult to agree on their true application to each item.

With regard to the practice, referred to as obtaining in France, of scheduling the condition of a house or premises at the beginning of the term, he could add his testimony as to one instance, where a client of his took a large mansion which was confessedly in anything but complete repair, and he and the owner's surveyor made a careful schedule of the existing defects, which was signed on behalf of both parties. He was old enough to have gone through the whole term and to have seen his client out again, and to have gone through the repairs again with the schedule; when the dilapidations were settled without much difficulty. The schedule was of great assistance, in fact a necessity, in that particular case. But there would be difficulty in applying such a practice to ordinary cases of letting houses, where the delay occasioned would be objected to as jeopardising the conclusion of the bargain; besides which, it involves considerable work, the necessity for paying for which would often at the time not be apparent.

At page 293 Mr. PILDITCH referred to the case of *Crawford v. Newton*, as giving a new interpretation of the word "tenantable"; but on looking in the report of the case at the comments of the Master of the Rolls, it would appear

that the principal difference is that, there being in this case no special mention of paint, he treats "decoration" and "repair" as two wholly distinct things, and seems to apply to an ordinary lay case the rule in that respect hitherto considered peculiar to ecclesiastical dilapidations. Surveyors always had been taught by GIBBON and other authorities that paint formed part of the premises which a lessee covenants to repair, and that under a general covenant to repair he was bound to repair the surface covering of paint or paper; but in one or two recent judgments a distinction appears to have been drawn, as if a lessee under a covenant were not bound to repair mere decorations. An ecclesiastical incumbent was not bound to do so, but then his liability does not arise under a covenant.

On pages 296-7 was a recommendation to surveyors to exercise a certain "dispensing power." If that referred to a landlord's surveyor advising his client not to claim too much of a good tenant, it was very proper. But "a dispensing power" was rather an unfortunate expression to use in reference to an arbitrator or umpire, because those who had read English history would remember that "the dispensing power" was a power claimed on behalf of some of our STUART kings to dispense with the law, and it was a great misfortune when arbitrators showed a disposition to do that, in favour of some ideas of their own, of equity or natural justice.

The suggestion (at page 298) was a very good one, that, where assignments of leases required the landlord's consent, the new tenant should have some notice of the landlord's view about the state of repair of the premises. It created a difficult position when a lessee went away with a premium which his lease was never worth, and left behind him a new tenant with liabilities he had failed to realise.

To Mr. PILDITCH's list of the qualifications required for a dilapidation-surveyor might be added a thorough

acquaintance with the real value of builder's work of all sorts. He thought when people differed in dilapidation cases, it was often found that one party or the other had a very imperfect knowledge of the real cost of doing the work.

At page 305 Mr. BEDELLS put the case of a lease for seventeen years, with a covenant to paint in every seventh year, and asked whether the lessee should be charged three-sevenths of the last painting. Clearly not, because the specific covenant to paint was fulfilled in the fourteenth year, and was not a continuing covenant; but a liability would still exist under the general repairing covenant. If the paint had been fairly used and only faded by time during the three last years there would be no liability, but if it were misused and injured, the injured parts must be put into repair, not under the special but under the general covenant, for GIBBON says, "paint stained, spotted, and blemished may "be considered as destroyed."

Mr. W. WOODWARD (Professional Associate) thought the Members of the Institution had every reason to be pleased with the two Papers by Mr. WHEELER and Mr. PILDITCH, both of which presented that combination of legal and practical knowledge without which the proper compilation of a schedule of dilapidations was impossible. There was nothing to add to Mr. WHEELER's excellent description of the various kinds of waste—voluntary, permissive, ameliorating, and equitable or malicious waste. He would probably include in the first of these categories, the case of *General Booth and the "Eagle" Tavern*, in which, if he recollected rightly, a writ of ejectment had been obtained since the passing of the Act of 1881.

On page 262 Mr. WHEELER had referred to a very important point, which should be carefully borne in mind in preparing schedules of dilapidations. That gentleman

said:—"Assuming the action to be brought during the term, " and that the surveyor is instructed to prepare his schedule " of dilapidation on behalf of the landlord, he should be " careful to remember that the law holds (and as to this " I will say a few words later on) that the legal measure of " damage is not the amount that would be required to put " the premises into repair, but the amount to which the " reversion is depreciated in marketable value by reason of " the premises being out of repair, an amount which, in the " very nature of things, would vary immensely." In the case of a lease having, say, 21 or 40 years to run, it would be a very difficult thing to fix a measure for a schedule of dilapidations, and Mr. WHEELER would be rendering surveyors a further service if he would furnish them with some general principle to guide them in dealing with cases of this kind.

On page 265 Mr. WHEELER had quoted a passage from Professor KERR's recent work. Speaking of dilapidations at the end of a term, Professor KERR said:—"Nor is this " all, for he (the landlord) will sometimes demand the full " value of the dilapidations in money and then pull the " house down, or he will claim the money and then offer the " tenant a new lease at a rack-rent, with the condition " attached that the very man who has to pay the value of " the repairs that have not been done, shall forthwith " perform, at his own cost, the repairs that must be done." Now, he (Mr. WOODWARD) thought that the two cases—the question of repairs at the end of a lease, and the question of repairs at the commencement of a new term—were quite distinct. He agreed with Mr. TUCKERT that one must be guided by the clauses of the lease. If the tenant was bound to repair, and his term had expired, the surveyor's duty clearly was to assess the value of the dilapidations, and he should not concern himself at all with the question of the repairs at the commencement of the new

term. The two things were totally and entirely distinct, and he ventured to submit that the tenant suffered no injury whatever if he entered into negotiations for a new term, and had to pay the expense of repairs, for the new rent was presumably fixed with due regard to the amount of repairs which the new tenant would be required to execute.

On page 269 a case was referred to showing the result of endeavours to measure damages, and a very important judgment was cited by Mr. WHEELER (page 270), which he would venture to read:—"Whilst pointing out the doubts and difficulties which have arisen as to the first point, doubts and difficulties which the learned judge would seem to share (as I do), he, as to the second point, lays down the rule as laid down in 'Mayne on Damages,' p. 253 (4th edition), as edited by our respected and learned Associate, Mr. LUMLEY SMITH, Q.C., and held that the facts above mentioned were no ground whatever for limiting the liability of the defendant under the covenant, and that the measure of damages was the amount required to put the premises into such repair as was originally contemplated by the covenant," adding (p. 271):—"In these cases the argument for the lessees was naturally that the reversioner sustained no damage by reason of the non-repair if the premises were to be pulled down, for whether repaired or not they were to come down; but the Court held the jury was not bound to give nominal damages merely, and upheld the finding for the amount necessary to carry out the covenant." A case came under his (Mr. WOODWARD'S) notice some years ago, where, though the agent for the ground-landlord knew that the house was to be pulled down within two years of the time, he served a schedule of dilapidations. The tenant was bound to comply with that schedule and to expend money which, he thought they would agree with him, might just as well have been

thrown into the gutter, for the repairs were not finished until within a year after the notice was served, and a year after that the premises were actually pulled down and cleared away. He maintained that this was a case of hardship on the tenant, and that the schedule should not have been served.

The most important matters of dilapidation that could arise were bulged walls, or walls out of the perpendicular. Some years ago it was held that, whether or not the premises were in good repair when the term commenced, the property was, in the eyes of the law, supposed to be so, and it was merely a question as to the amount of reparation necessary to put them back into that state. But now the Courts held, he believed, that the condition and character of the premises when the term commenced must be taken into consideration when a schedule was served. This must have a very important bearing on questions of bulged or leaning walls, because, if evidence could be produced to show that the premises were built in a very inferior manner, and that the bulging or leaning was, in the main, due to such defective building, the case assumed a very different aspect, and demanded very careful treatment on the part of the public surveyor. When a man put up a house under a building-lease, he had every opportunity of ensuring the soundness of the structure, and could provide against the risk of any serious defect or subsidence; but when the owner of the house had merely purchased or leased it after its erection he had no such chance of avoiding these defects, and, in practice, he would draw a wide distinction between the two cases.

With regard to drains, some time ago he was served with a schedule of dilapidations in which this item occurred:—"Open up for inspection of surveyor of landlord the drains, "and make good any defect therein." He asked the surveyor if he would first look at the external evidence of the sanitary condition of the house, and tell him whether he

thought there was any probability of a defect in drains. The surveyor having examined the water-closets, &c., and found everything in good order, he (Mr. WOODWARD) absolutely refused to open up the drains, for, if he had, he would probably have found the old brick barrel-drain referred to by Mr. PILDITCH, though he apprehended that no landlord could sustain a demand for the substitution of a pipe-drain for a brick-drain, if the brick-drain were found to be in good condition. In the case he had referred to, he was able to sustain his refusal to open up the drains, in which he believed he was right; for, if there were no external evidence that there was a defect in the drains, to do so would be putting the parties to unnecessary expense.

With regard to painting, he thought that Mr. PILDITCH's view (page 287) was a very fair one in the absence of a specific time for doing the work. Of course where a specific time was mentioned, as was customary, the surveyor's duty was very easy. As Mr. CHATFIELD CLARKE, Mr. TUCKETT, and others had pointed out, the surveyor should take a schedule of defects in a house before it was taken on a repairing lease. He remembered an instance where some valuable chimneypieces in a house with which he was concerned had been badly chipped. These injuries would have been treated as dilapidations at the end of the term but for such a schedule, and the cost of reparation would have been considerable. A schedule of the kind showed at once whether the dilapidations had accrued during the term.

He was sorry to differ from Mr. BEDELLS (who had had great experience in these matters) as to taking into consideration the alteration in the character of the locality since the lease was granted. He (Mr. WOODWARD) thought surveyors had nothing to do with any such consideration. Take Gower Street, for instance. Because Gower Street had become for the most part a street of lodging-houses, were the

covenants in the lease of any particular house to be treated in a manner different from that in which they would have been treated if Gower Street had remained in its original condition? He did not think the point could be sustained.

He quite agreed with Mr. BEDELLS as to the difficulty of dealing with cases of half-fulfilment of the schedule of dilapidations, for to insist upon the work being all done over again not only savoured of hardship, but frequently landed a client in serious litigation.

With regard to the practice under the Conveyancing Act, the duty of a surveyor under that Act was, he thought, very clearly laid down. In Sec. 14 these words were used, "and, if the breach is capable of remedy, shall require the lessee to remedy the breach, and in any case require the lessee to make compensation in money for the breach." From those words he thought it clear that notice must be accompanied by a money estimate. In fact, he knew of a case, which, however, had not been brought before the courts, in which the money-value of the breach was attached to the notice of ejectment.

Generally, much trouble would be saved if surveyors were taken more into counsel in the framing of the covenants of leases. He had found in practice recently, in surveying dilapidations, that in some cases the term for painting was defined in this way—"In the year 18—, and in every subsequent fourth and subsequent eighth year" for external work during the term. The ease with which painting dilapidations would be met in that case was apparent. The onus of proof, as Mr. TUCKER said, rested with the lessee. All the surveyor had to do was to calculate the number of years, and he would then know exactly whether the painting covenant had been carried out.

It was very useful to serve a schedule during the term. It kept the tenant alive to his obligations and saved a great

deal of trouble in the end. Therefore he thought the landlord would do well to inspect and survey his property, not only at the end of the term, but periodically, and that he should from time to time serve a schedule of the repairs required.

It also tended to the avoidance of disputes if the two surveyors met and priced the various items as they went along. In a recent case in which he had estimated the amount to be paid in lieu of dilapidations, the surveyor on the other side objected to his figures, and they met in the building. They started at the roof, and he (Mr. WOODWARD) took him through the dilapidations one by one, and when they got to the fourth story he asked him (Mr. WOODWARD) if he would kindly allow him to pay the amount originally asked !

Some time ago he received a schedule of dilapidations, of which he estimated the value in a moment, for he saw at the top of it "The lowest or any tender will not necessarily be accepted," and when he found that the garden-wall was required to be taken down and a trench dug and two feet of concrete to be put under it, he need scarcely observe that he very soon disposed of that schedule.

He thought that although a surveyor should endeavour to keep strictly to the covenants of the lease, and should not be influenced by any feelings of sentiment, as Mr. TUCKER said, yet the question of dilapidations was one in which they might well exercise a spirit of common sense and equity.

Mr. S. B. L. DRUCE (Associate) proposed to confine the few remarks he had to make mainly to the observations which fell from Mr. WHEELER with reference to two matters with which he had some little acquaintance —The Agricultural Holdings Act, and agricultural leases. As there was not much with regard to these matters in the Papers, it was perhaps hardly fair to look with too critical an eye upon what was said with reference to them, but at the

same time both subjects were matters of considerable interest, not only to the Members of the Institution, but to many landlords, farmers, and others outside.

On p. 253 Mr. WHEELER, in alluding to the case of *Doherty v. Allman*, said, truly:—"The House of Lords refused " to interfere by injunction as it was a case of *meliorating* " *waste*, and Earl CAIRNS (then Lord Chancellor) said he " would leave the lessor to get what damages he could from a " jury, which that great lawyer evidently thought might and " would be one farthing." He quite agreed with Mr. WHEELER so far, but that gentleman went on to say:—"I may " venture to point out here that in the case of meliorative " waste, by analogy from the Agricultural Holdings Act, an " equity might well arise" (he took objection to the word "equity") "under the Act of 1875 (38 & 39 Vict., c. 92), " when a tenant committed waste and claimed compensation " under the Act in respect of an improvement, the landlord " was entitled by counterclaim to obtain compensation on his " part, provided the waste was not committed or permitted " more than four years before the end or determination of the " tenancy. This Act is now repealed by the Agricultural " Holdings Act, 1883 (46 & 47 Vict., c. 61). By s. 6 it is " provided that, in the ascertainment of the compensation " payable to the tenant under that Act, there shall be taken " into account in reduction thereof any sums due to the land- " lord in respect (*inter alia*) of any waste committed or " permitted by the tenant."

So far the section of the 1875 Act ran on all fours with the section of the present Act. Then came the difference—"and this without limit of time." That, so far as he knew, was the only difference between the two sections. Then he (Mr. WHEELER) went on:—"Why should not the tenant " (when the landlord's claim is of this kind) have his " counterclaim or set-off for his (the tenant's) improvements,

“if any, effected on the property.” He was afraid that Mr. WHEELER had fallen into some confusion of terms. In the first place, the landlord did not make a claim—he made a *counterclaim*. That was the very essence of his case. But Mr. WHEELER said that the tenant might have—what?—“an equity.” What did he mean by an equity? The author seemed to refer to *Doherty v. Allman*; but in that case, as Mr. WHEELER had himself pointed out, the *equitable* remedy was refused, and, therefore, it seemed to him (the speaker) that Mr. WHEELER certainly ought not to have used the word “equity,” but rather the words “legal right.” But he failed to see the argument. This had not only occurred to him, but to the writer of the second Paper, Mr. PILDITCH, who alluded to it on page 300. He said:—“I should like to ask a question of Mr. WHEELER, as to the equity which he thinks may arise, “in the case of ordinary dilapidations, from the terms of “the Agricultural Holdings Act, 1883. All the important “improvements mentioned in that Act, except drainage, “are not subjects for compensation unless the consent of “the landlord has been obtained to their execution. The “same consent would, therefore, seem to be necessary in “respect to ordinary dilapidations, and, of course, would “never be given, when it was known that it would carry “with it a liability to compensate.” He thought that disposed of the whole point. The tenant, as he understood it, had no case or right to claim against the landlord for any of those improvements that were mentioned in the first schedule to the Act, unless he did them with the landlord’s consent. If a claim was made the landlord could make what was not only accurately called a counterclaim, but what was so substantially.

When dealing with a claim made by the tenant, there must be taken into account, in reduction thereof, any sums

due to the landlord from the tenant. If the tenant claimed for meliorative waste, the consent of the landlord would have been obtained to the improvement in the first instance, and then the whole claim fell to the ground, and whether one called it "an equity" or "a legal right" no case appeared to him to arise on it at all. The decision in the case of *Doherty v. Allman* was, no doubt, the law of the land, being a decision of the House of Lords, yet he was sure that Mr. WHEELER would excuse him for reminding him that it was an Irish case, and though, no doubt, the principle of the law was the same in both countries, the application of it was, in many instances, dissimilar.

With respect to agricultural leases there was, he thought, a little slip on page 259, where Mr. WHEELER said:—"Again, "from the mere relation of landlord and tenant, there is an "implied stipulation on the part of the tenant in husbandry "to manage and use a farm in a husbandlike manner, "according to the custom of the country where the premises "are situated; and this custom is incorporated in the lease "or agreement (in cases where there is a lease or agreement), "unless such custom is expressly excluded." He (Mr. DRUCE) did not think this went quite far enough. Mr. WHEELER would, he thought, agree with him, on consideration, that after "expressly" the words "or impliedly" should be added, so that the sentence would read, "unless such "custom is expressly or impliedly excluded." If a lease or agreement contained stipulations that were inconsistent with the custom of the country, such custom would be impliedly excluded on the principle *expressum facit cessare tacitum*.

The author went on to say:—"Leases certainly were not "the rule—absolutely the exception; the old feudal notions "maintained their hold longer in this relation, perhaps, than "in any other, the old idea being that farmers were to be "regarded more as bailiffs or servants, accountable for the

"profits of the land at an annual sum, than as having any "property of their own." This was, no doubt, to a certain extent true, and in support of it the author gave as his authorities WILLIAMS on "Real Property," and HALLAM's "Middle Ages." Recent researches tended, he thought, to modify this view very considerably by showing that the tenant was not so much in the position of a mere bailiff as the older writers seemed to think, but that he had a somewhat more stable holding. He might refer, in support of his view, to Mr. ELTON's recent book, which was, perhaps, the best authority on this subject.

Taking the Papers as a whole, and speaking as a practising conveyancer and equity barrister, he was somewhat disappointed that they did not throw more light on the legal obligation to repair, which, in his opinion, was one of the most difficult points on which a lawyer could be called upon to advise in practice. At any rate, he found it most difficult to put a proper construction on or to reconcile the various decisions upon expressions that occurred over and over again in leases. Premises, for instance, were to be kept and left "in habitable repair," or "in good repair." Mr. TUCKETT had asserted that everybody knew what "good repair" meant. He was sorry to say that he was the exception that proved the rule. Then, again, they found the expression "substantial repair," and "tenantable repair." What the difference was between "tenantable" and "substantial" and "good" and "habitable" he was at a loss to decide. Although, as he said, he felt a little disappointed at not having had more definite lines laid down as a guide for the future, he hoped he should not be thought to be finding fault with the Papers. It was no doubt owing to the great difficulty of the subject that two such competent authorities in their respective ways as the authors of the Papers were unable to demonstrate clearly what those lines should be.

Mr. C. G. MAYLARD (Fellow) agreed with what had been said with reference to the value of a schedule, or in other words a specification, at the beginning of a tenancy, in preventing misunderstandings. He had a case (bearing out what Mr. PILDITCH had said), of a large London theatre, where there were 200 dressing-room and box doors. The lessor's surveyor called his attention to the fact that the doors were past repair. He (Mr. MAYLARD) said he did not think so, and added, "I believe you put the premises in repair when the lease was granted." He afterwards wrote to him, saying he had referred to the specification, that he (Mr. MAYLARD) was perfectly right, and that he could only claim for repairs to doors, and not for new doors. He mentioned this to show the good feeling which generally existed between lessees' and lessors' surveyors.

He would be glad to hear what Mr. PILDITCH's practice was with reference to dilapidations in the case of old buildings about to be pulled down. When he (Mr. MAYLARD) was manager to a large surveyor in London, it was their practice, when a house was about to be pulled down and a fresh lease granted, to assess the amount of dilapidations and ask the tenant to pay half—an arrangement which he regarded as fair and equitable under such circumstances.

On another point he would ask for information from Mr. WHEELER. In dealing with dilapidations in the neighbourhood of Greek Street, Soho, they found many cases of bulged and defective party-walls; in fact, the houses were settling in all directions owing to the drainage of the subsoil by the Metropolitan Board of Works, concrete being unknown when the houses were built. He thought he was right in saying that the Metropolitan Building Act of 1855 applied in cases of this kind. He referred to Clause 97, Subsection 1. "The owner immediately entitled in possession to such premises, or the occupier thereof, shall, in the first instance,

“ pay such expense with this limitation, that no occupier shall be liable to pay any sum exceeding in amount the rent due, or that shall thereafter accrue due from him, in respect of such premises, during the period of his occupancy.”

He took that clause to mean that supposing a lessee had £100 a year rent to pay for his house, and the district surveyor came in and condemned the wall, and the wall cost £250 to rebuild, the half-share of which would be £125, the lessor could not compel the tenant to pay more than £100 if he held under the old-fashioned form of lease. Of course, if the lease recited, as was sometimes the case, that all notices of the district surveyor were to be upheld and to take effect, such a clause would not carry; but where this was not the case, the clause could, he thought, be made use of by the lessee's surveyor against being compelled to pay more than the amount of the rent.

MR. SPENCER CHADWICK (Fellow) desired to make a few observations on Mr. PILDITCH's Paper. With regard to his remark that the duty of the lessee was to preserve the premises from “preventable damage and decay,” in his (Mr. CHADWICK's) opinion and experience that seemed to him to constitute dilapidations. It was “preventable damage and decay,” which it was the lessee's duty to prevent, and to “restore what was worn out.” He thought that if the younger Members of the Institution would bear that in mind it would prove a very good guide for them.

As to the French system which had been mentioned, he would pass over it by saying he had found it work in practice, but only in the case of large buildings. In some cases, however, he did not think it was of any use trying to adopt that system. When a tenant took a house and entered into an agreement to put it into a complete state of repair, it was useless to take a schedule, for he had agreed to

put it into complete repair, and the lease compelled him to leave it so. On the other hand, when a landlord stipulated to put the house in good repair a schedule was of no use. Where the lessee had to repair under an agreement for a lease, the conditions should be referred to in the lease, for when the lease was taken up the agreement became waste paper and was thrown aside, and forty years hence, perhaps, when the lease expired, the surveyor would simply be asked to survey and assess the dilapidations, without the knowledge of the fact that the lessee had undertaken to put the premises into a complete state of repair.

It was not necessary to make lessees repair when a notice to take premises for improvements was expected. If a substantial man had a lease of premises, and those premises were required for the purposes of a railway or new street and a notice to treat was served on the lessee, his dilapidations were deducted from the amount of the compensation, and if the purchasing body asked that some deduction should be knocked off the freehold, the freeholder naturally said, that if the lessee had covenanted to repair, that was good enough for him, and he would not allow any deduction; and he (Mr. CHADWICK) had never known such a deduction agreed to.

The keeping a lessee up to the mark ought to have the attention of surveyors more than was commonly the case. An underlessee, particularly, should be looked up occasionally, but his (Mr. CHADWICK'S) practice was to let him alone the last seven years of the lease, for the reason that he would prefer to receive a reasonable sum for dilapidations at the end of the term, that he might fit up the premises for a new tenant, rather than that the same sum should be laid out during the last seven years of the term.

One more word to young surveyors. Let them claim a proper and reasonable sum for dilapidations and keep to it.

He would recommend a little more care in measuring work and putting down a fair price. He remembered an instance where he sent in a claim for £350 to a surveyor of very high standing, and he came to him and said, "This is a "ridiculous claim." He asked him, "Why? Have your "clients done something to reduce the claim, or have I "charged too much?" He answered, "Both." He (Mr. CHADWICK) then said, "Your client must have done some "repairs since I surveyed your premises." On going over the premises again, he (Mr. CHADWICK) found further dilapidations which brought the schedule up from £350 to £390, and the lessee's surveyor sent him back a cheque for the amount.

With regard to rent charged because the dilapidations had not been done, he had allowed it himself, and charged it and recognised it, but only under one circumstance—viz., when he could absolutely prove that his client (the landlord) had lost rent in consequence of the work not being done within the term.

Then, in regard to dilapidations to premises coming down, it had always been his practice—and he had had very considerable experience on that point—when he found that the lessee had actually neglected his dilapidations, and had it not been the intention of his client to pull down the premises he would have had to do so through the neglect of the lessee, to make him pay; otherwise, he never charged dilapidations.

On the motion of Mr. J. W. WILLIS BUND (Associate) the discussion was then further adjourned to the next Meeting.

AT

THE ORDINARY GENERAL MEETING,

Held on Monday, May 9th, 1887.

MR. E. P. SQUAREY (VICE-PRESIDENT) IN THE CHAIR.

The adjourned discussion on the Paper by Mr. WHEELER, Q.C. (Associate), entitled "Dilapidations, and the Legal Obligation to Repair," and on the Paper by Mr. P. E. PILDITCH (Fellow), entitled "Notes on Dilapidation Practice," was resumed by

Mr. WILLIS BUND (Associate) who agreed with previous speakers that the Institution was indebted both to Mr. WHEELER and to Mr. PILDITCH for their very able Papers. He hoped neither of them would consider him as captious if he ventured to take exception to one or two points stated in the Papers. However interesting they were, the one as a statement of the law and the other as a statement of practice, neither gave very much help as to what were the true principles which ought to govern cases of this kind. Mr. WHEELER had cited a large number of authorities. Mr. PILDITCH stated how, when practical questions arose, they were dealt with; but it was only incidentally that Mr. WHEELER and Mr. PILDITCH stated the principle that ought to govern those cases.

An idea seemed to run through the discussion that there were cases in which external circumstances ought to alter the contract between the parties. He failed to see what those external circumstances could be; no external circum-

stances could alter the bargain that a landlord and a tenant had made. One speaker had stated that if the neighbourhood depreciated that was a reason for taking off something from the dilapidations. He failed to see in what way the tenant was concerned with the character of the neighbourhood; the tenant had entered into a bargain whereby the landlord had said, "If you will pay me so much rent (rent calculated upon the tenant doing certain work upon the property and keeping the property in a certain condition) you shall have the premises for a certain time." What could it matter to the tenant what the character of the neighbourhood was, or whether it rose or fell? Instances were brought forward where noblemen's mansions had been let for offices, or where the value of property had fallen, as in Gower Street and elsewhere. To all these the proper answer was that the tenant had nothing to do except to fulfil the terms of his contract; external circumstances had nothing to do with his bargain.

Nor did the question what was to be done with the house or premises at the expiration of the tenancy affect the matter. Some Members seemed to think that a reduction ought to be made if the place was going to be pulled down. What did it matter to the tenant what the landlord was going to do with the place after his term expired? He must simply fulfil his contract. A great deal was said nowadays, in other places, to the effect that circumstances might arise which might alter a bargain originally made between parties. In considering the relations of landlords and tenants in this country, at all events, that was not the rule, and it would be very dangerous to let any opinion go forth from this Institution in favour of such a proposition.

Some gentlemen had referred to what they considered very hard cases, and had talked very loosely about what they called equity. He often thought that their common-law

friends spoke of equity in a way which probably was derived from a too close study of the Holy Scriptures ; they seemed to think that equity meant "righteousness, justice, and every "good path." As a matter of fact, it was a strict technical set of rules, stricter, very likely, than the common-law rules, that the courts of equity administered, and from which they would swerve neither to the right hand nor to the left. The danger of thinking equity meant the redress of individual hardship was shown by a story of a great lawyer who was made Lord Chancellor, and whose previous knowledge of equity was the popular one. After he had been Lord Chancellor for a little time, he went one Sunday evening to the Temple Church. After the first lesson, when they began the 98th psalm, and came to the words "With righteousness "shall He judge the world, and the people with equity," he was so horrified at the idea that he said in an audible voice, "Then may the Lord have mercy on the people." The so-called doctrine of equity, or what was popularly called equity, was the most dangerous doctrine there could be.

Then there was another point to which Members seemed to attach a great deal of importance. There was an Act of Parliament which had tended very much to the benefit of Members of the Institution who were surveyors,—the Conveyancing Act of 1881. There was a clause in that Act which related to actions of ejectment, and provided that, before an action of ejectment was brought, notice specifying the damage must be given to the tenant ; and further, that an action of ejectment should not be maintained if the tenant made good the damage and made compensation. He quite agreed with previous speakers that both those two things had to be done—the damage had to be made good and compensation had to be made also. The effect of that Act had, he thought, been to do away in a great measure with the law of the

matter, and make it a question of fact, a question for surveyors. The question of damage was a matter which would have to be determined in each case. He did not suppose that the mere putting the place in repair was the whole amount of compensation a landlord could recover. There would doubtless be other damage as well, but the amount of compensation must, of course, depend on the circumstances of the case. If the whole damage the person had sustained was the putting the place in repair, then probably damage and compensation would be synonymous, or at most the compensation would be only nominal; but if the landlord could show any loss beyond putting the place in repair, then under the Act he would get both damage and compensation. The point was a very important one, and it was a point for the Members of this Institution to consider, in awarding any damage or compensation under that clause, what was the true principle for them to go upon.

Now, he desired to call the attention of Members to what the principle ought to be that governed these cases. MR. WHEELER only touched upon this point for a moment, and what he said seemed to give little satisfaction to Members. Yet it seemed to him that the real principle was as stated by MR. WHEELER. Is there any damage done to the reversion? The measure of dilapidation and the measure of damage in all these cases was, what is the damage done to the reversion? He would admit at once that that was not the rule which prevailed to the full extent at the present time. The law was gradually tending towards it, but at present it was hardly to be laid down broadly as the strict legal rule. For example, suppose a tenant did not paint in the seventh year (or whatever the proper year was) of his term, but did so a few years later; that was technically a breach of the covenant, but there would be no damage done to the reversion, and in a case of that kind it would hardly be possible to recover more than

nominal damages. If it was the rule, it would narrow down cases on the one hand, but it would extend the costs very much on the other. In the cases which had been put with regard to, say, damage from the settlement of a house, there would be damage to the reversion, and damage which the tenant would be liable to make good. He had listened with great interest to the cases of settlement which had been instanced, and to the practice which had been followed, but he ventured to think that there again the true test was, what was the damage to the reversion, subject to this qualification, if the lessor let the place for a particular purpose, and gave an implied warranty by so letting it, then, of course, if there was a breach of that warranty (if the place was unfit for that particular purpose), the tenant ought not to be liable. He was alluding to the class of cases similar to the Hull corn-warehouse case, *Saner v. Bilton* in 7 Chancery Division. There the premises were large corn-warehouses, and on the letting, the lessor stated that the place would hold so many quarters of wheat. When it was loaded it was found to be so badly constructed that it fell down at once. In a case of that kind, he thought the tenant ought to be discharged from any obligation. A case had been mentioned of a settlement occurring which did damage to some part of the building, and the question arose whether the tenant was liable for the damage done. Speaking off-hand, he supposed the tenant would not be liable, but he had met with a case where the tenant of a corn-mill said to his landlord, "If you will take out the old machinery, now "in the mill, and put in rollers for making flour, I will go on "at the present rent; if not, I will only continue at a less "rent." The landlord could not afford to put in the new machinery, but he told the tenant he might put it in himself, and remove it at the end of the term. The tenant accordingly put in the new machinery. The vibration of the new

machinery caused a settlement in the building, which lowered all the existing machinery, particularly that adjoining the water-wheels. The result of that was to throw the whole of the machinery in the mill out of gear, and cause very extensive breakages. The tenant said he was not liable for it because he had the permission of his landlord to put in the machinery. The landlord said, "Clearly you are liable, because it is your machinery that did the injury." There, of course, there was damage done to the reversion, and if the principle he had been advocating applied, the tenant would then be liable, because it was his act which caused the injury to the reversion.

There was another class of cases which had not been much dwelt upon, but which must be very familiar to surveyors—cases of permissive waste. Take the case, for instance, of a country-house where the tenant for life was tenant for life without impeachment of waste. Suppose he had not got money enough to keep the house properly in repair, but simply went on as best he could from year to year, how far was his estate liable after his death for the deterioration in condition? Mr. WHEELER seemed to think the tenant for life would be liable. It was not very clearly put in the Paper, because no distinction was made between a tenant for life without impeachment of waste and a tenant for life liable for waste, which of course would make a good deal of difference. The true principle, he repeated, was, that if the house, although it had got very much out of repair, was really in no worse condition when the tenant for life died than when he entered, his estate ought not to be liable, although theoretically the dilapidations might be very great. What had to be considered was the condition it was in when he went into possession, and how it was when he died; in other words, was the reversion more damaged at his death than when he first went to the place?

A good deal had been said with regard to repairing covenants in leases. The difficulty regarding not only repairing covenants, but the whole subject, arose in some degree from the fact that they were trying to apply principles to a state of things to which they were never intended to apply. The principles governing the law of waste, and to a great extent the law of dilapidations, were principles which were formulated when no idea of our modern state of things existed. The statutes upon them were now some 600 years old. If a lawyer of EDWARD the First's time had been asked whether he intended the principles put forward in the Statute of Gloucester to apply to modern houses in London, he would have thought the questioner a lunatic, or perhaps had him burnt at the stake as a heretic. A great deal of difficulty arose in this way—it having been decided in one case that a man was liable or not liable because a certain word was or was not included in his covenant, the next time a lease was drawn that word was included, to take out or bring in the decided case. In that way covenants had increased in length. No doubt in the old days, when conveyancers were paid by the length of their drafts, that was another reason for the length of covenants; but even now the length of covenants was often increased by the very care which people took to guard against every possible defect and every possible case which might arise.

Covenants of that kind often cut both ways,—against both the lessor and the lessee. He instanced the case of a lease granted to a colliery company, which contained a covenant for making a tramway, and for restoring the surface at the end of the term. The lease fell in; the lessor was extremely desirous of getting rid of the colliery company and having the tramway for his own use. He therefore proposed to increase the rent which the colliery company paid. The company refusing, he said, "Then you must level your spoil-heaps and

“restore the surface to its original position.” The company proceeded to “restore the surface,” and commenced at that part on which the tramway was laid by filling it up. The lessor was strictly within his right in enforcing his covenant, but, as it would not suit him to have the tramway filled up, a compromise was arrived at. Nothing was more dangerous than the endeavour to provide for everything by altering the common form of covenant, because such an altered covenant took the matter outside every existing class of cases, and in the end a lawsuit was necessary to determine its exact meaning, as no authority precisely covered it.

Then there was the effect of the law as to dilapidations and waste upon agricultural buildings. That was a very large subject, and one which should be treated in a Paper by itself. Although many of the principles which had been expounded in the course of this discussion were applicable to those covenants, there were others which were not; and he thought the true test in this matter also was the injury done to the reversion. One important point was the real meaning of the term “waste,” in the Agricultural Holdings Act, 1883.

The tenant was made liable for “waste” committed up to a certain time before his quitting his holding. What did that mean? Was it to be taken, in the full legal sense, to mean all kinds of waste, or did it mean only bad cultivation? Had it a limited meaning or not; and if it had, what was the limit? The courts had of late years rather extended the doctrine of ameliorating waste, and if that extension went on, very serious questions might arise. If a tenant carried out improvements without having obtained the permission of his landlord, he was clearly not entitled to compensation. But was that all? Could not the landlord turn round and say, “You have been guilty of waste”? It was one of the clearest propositions of law that changing one

kind of cultivation into another was waste. Suppose a tenant, for instance, planted hops; if he had his landlord's consent he would get compensation; if he had not, would he be liable to the landlord for ameliorating waste from such change of cultivation, or if the tenant altered existing buildings? That might be an injury to the reversion; would he be liable to the landlord for waste? Suppose, for instance, he turned the stables into cowhouses, or *vice versa*; would that be "waste" within the meaning of the section? If so, it opened a very wide door, he would not say for fraud, but for what was certainly not present to the minds of the framers of the Act when that Act was passed.

Again, as regarded agricultural dilapidations, what was meant by those very familiar words, "reasonable wear and tear"? Did they mean that the tenant was to give any extraordinary care, or simply that he was only to use the premises as the owner or a careful tenant for life would use them? As a rule, in these cases, the difficulty which most frequently arose was to say what was the condition of the premises when the tenancy commenced, and then to say what was the effect of ordinary wear and tear. While there were a great many decisions on the point as affecting town-houses, there were very few, if any, as to the meaning of the words in relation to country-houses or agricultural tenancies.

There was another point in regard to dilapidations in the country. Suppose the landlord agreed to find timber and materials for the repairs to be carried out, was that a condition precedent? If the landlord did not find the materials, was the tenant absolved from his covenant? It might be said that he was stating cases instead of putting principles. He was trying to group cases together as illustrating the principle he was contending for—namely, that the thing to be looked to was the damage to the reversion. If the tenant were liable for the damage to the

reversion, then, although the landlord did not supply the materials, he would not be absolved from his covenant. He would be liable to the extent of the workmanship, but he might deduct what he paid for the materials. He could not say that the neglect of the landlord entitled him to allow the premises to get into decay.

Many other cases might be put, but he refrained from taking up further time. He trusted that, in the course of the replies by Mr. WHEELER and Mr. PILDITCH, they would state what they considered to be the governing principle in the matter. He submitted that the injury to the reversion was the true principle upon which to go. He could see no other which gave a fair and reasonable rule; and it was a rule which he believed the Courts and the Legislature would act upon. Of course, it might exclude particular cases, but it opened the door more widely on the other side to include a number of cases which ought to be, but at present were not, included. It was a matter that required very careful consideration and thorough threshing out before any proposals for altering the law were made one way or the other; because it was just one of those cases where any action based on knowledge of the question simply from the legal or simply from the surveyor's point of view alone would probably lead to almost greater confusion than that which already existed.

Mr. J. DOUGLASS MATHEWS (Fellow) regarded the subject as one upon which there must of necessity be a great difference of opinion. The loan of a house or premises was like the loan of any other property; and in order to settle in what way it should be used certain covenants were entered into. In the absence of any special covenants, if properly used, no dilapidations could be claimed; if otherwise, then dilapidations certainly would have to be made good.

A great deal depended upon the way in which these covenants were drawn up by solicitors. Often words were used which had no definite meaning, or which were capable of some interpretation not foreseen by the parties agreeing to them. Under any circumstances a great deal of trouble and litigation would be avoided if lawyers would explain to their clients more exactly what they were undertaking.

It had been asked what was general habitable or tenantable repair. It had been recently laid down that it was a state of repair not such as a new tenant would look for, but such as an ordinary occupying tenant would be content with. This ruling, of course, put altogether a new face on the matter, and if right the ordinary covenants would not cover a great many things which they had hitherto been thought to cover. The expression "decorative repair" he understood to mean that the house or property should be "in good order," and the words "leaving the premises in a fit condition" that the premises must be left in a perfectly sound and fit condition for another tenant.

The only ground for requiring the premises to be put into a fit condition was that the tenant had an advantage given to him in the shape of rent. It must be imagined that no one would enter into an agreement without knowing what he was doing; and if he covenanted to leave the premises in a fit condition, he must be taken to have known that he was covenanting to lay out at the end of his term a considerable sum of money. The more definite and clear this liability was made in the lease itself the better. If, on the other hand, the tenant was only expected to leave his premises in a proper condition, subject to ordinary use, there ought to be some better words than the "reasonable wear and tear" at present adopted.

It should also be an understood thing that all premises were taken to be, in the first instance, in good condition.

On this point much difficulty arose. It was, no doubt, very hard to call upon the tenant at the end of his term to put the place in a much better condition than it was in when he took it. On the other hand, it was absolutely impossible to ascertain what was the condition of things when the premises were taken, say, twenty-one or more years before. Therefore it should be the duty of the surveyor to let his client distinctly understand what he was undertaking, and ascertain beforehand its exact state and in cases of more expensive property to embody the results in a schedule.

Several opinions had been expressed as to the responsibility of tenants for structural defects. That was a matter which required the utmost consideration. It was a very hard thing, in the case of houses let upon 21 years' leases, to expect the tenant to make good inherent defects, especially in the cheaper class of houses. Different considerations, no doubt, arose in the case of building-leases. That very day a case had presented itself of some houses, built, perhaps, 80 years ago, in a manner then thought sufficient, but, as a matter of fact, so badly constructed that the roofs had been thrusting out the front wall ever since they were erected. If the houses had been surveyed for dilapidations a very considerable sum might have been claimed for bulged ceilings, defective roofs, &c., though all the injury was due to defective construction in the first instance; and it would be most unjust in this case to compel the man into whose hands it came 50 years afterwards to rebuild the front walls, reconstruct the roof, and carry out other repairs traceable to original defects.

Then with regard to drains, he could not think that because a tenant took a house with old brick drains the law should compel him to put in stoneware pipes and adopt all the improved modern appliances, whatever he might be disposed to do for his own sake.

He agreed with some of the previous speakers that in assessing dilapidations the class of property and the character of the district ought to be taken into account. In cases of low classes of property the value of the work would not be so great as in better class property.

The desirability had been suggested of allowing the tenant to vacate the property before the repairs were executed, but this would involve time to complete the repairs, and probably entail loss of rent, and therefore he thought it better to serve notice to repair before the end of the tenancy, in order that the tenant might do the work.

It was very desirable that all dilapidation cases should be kept out of the law courts, for it was quite clear that neither a judge nor a jury could properly value dilapidations, and the matter in dispute generally had to be referred after all to some one who had practical knowledge of the value of work. He agreed with the suggestion that the two surveyors should meet and endeavour to come to an agreement, and had never found the slightest difficulty in doing so if the surveyor on the other side was conversant with matters of construction and understood the cost of work. He looked upon it as incumbent upon surveyors to do their best to arrive at an amicable settlement, and keep their clients clear of litigation.

Mr. G. M. FREEMAN (Associate) was of opinion that the whole difficulty, in nine cases out of ten, arose from the fact that there was no certain meaning attached to the same phrases when employed by different people in their leases and covenants—the covenant to surrender in tenantable condition, and so on,—words apparently put in only with a view to litigation.

Many of these covenants were, in his opinion, neither more nor less than traps. Suppose a tenant entered into a

covenant to "keep in repair." Did the man, in nine cases out of ten, know that that meant that if the place was not in a perfect state of repair he must put it into that state? Yet, if the landlord's surveyor proved that to keep the place in a proper condition during the term it was necessary in the first instance to put it in repair, the tenant was bound to put it in repair if he complied with his covenant. That was certainly not a thing which the ordinary layman entering into an agreement contemplated at all. Again, suppose a man entered into a covenant to repair, without the addition of those powerful little words, "damage by fire excepted." Did he contemplate the fact that if the place were burnt down he would absolutely have to rebuild it and keep it in proper condition afterwards, and in the meantime keep on paying his rent? If such things as these, which might involve a large proportion of the fortune of the tenant, were involved in the covenants that he entered into, everything ought to be definitely and clearly explained to him, otherwise it was neither more nor less than a deception on the tenant.

Another class of repairs, which involved the most serious difficulties, were what might be called mixed repairs, the landlord undertaking to do one portion of the house and the tenant another. The result was that they generally went to a different set of workpeople, and what one set put right the other put wrong. Those covenants were very often extremely difficult to construe with reference to the intentions of the parties at the time, and all these things might surely, by a short agreement between surveyors and lawyers, be put into a code or table, so that all might understand what the position really was.

Another matter which had been referred to was the difference between a lease and a sublease. A man, for instance, took a house on lease, and sublet it, thinking, in

the innocence of his mind, that having put into the sublease, *verbatim*, the same covenant as he had himself entered into, he was safe, but he found that, in reality, he had committed his tenant to only a twentieth of what he is liable for himself, because of the difference in age. That was a subtlety that was very often, for the first time, sprung upon him when his own dilapidations became due. It was to the interest of general facility in dealing with property that, if a man were allowed to transfer his lease at all, he should be able to shift the responsibility in exactly the same way.

Another matter which seemed to him to involve often very grave considerations both of law and of fact, was the question of what might be called secret defects, particularly in the case of drains. He had seldom yet met anybody who, on going into his house, had not been assured that the drains were in perfect order, and within three months had not had illness in the house and had to open up the existing drains and put in new ones. He had just had to do it himself, so he naturally felt rather strongly on the subject. Some agents at the present time absolutely refused to give any warranty at all in respect to drains, and they were extremely wise; but it was certainly a very curious position that, in order to find out whether the drainage of a house—which, as a rule, could not be touched till one got in—was in a fit condition, one had to pull up two-thirds of the basement. There ought to be a liability on the landlord so far as regarded these secret matters which he alone would know, to put the house into such a condition as to answer the reasonable expectation of the incoming tenant. In the case of a furnished house, if the tenant found any secret defect he was at liberty to give it up. With an unfurnished house, the moment the lease was signed the tenant was liable as respects matters of this kind, effecting, at his own expense, a permanent improvement on the property of the landlord.

Although that was the legal position of the landlord, it was not justifiable either commercially or morally, and for the benefit of all concerned the sooner some alteration were made the better.

When the existing system of dilapidation practice came first into vogue, there was no idea of anything answering to the Lands Clauses Consolidation Acts, or the frequent demolitions of property, and the frequent dealings between large improving bodies and the owners of private property. In cases where property was known to be likely to be required for a railway or some improvement, it was common practice for the owner to call upon the tenants to make various improvements, the object being that, on the property being taken for the railway or improvement scheme, more money should find its way into the pockets of the owners as compensation, the work done by the tenant being, of course, absolutely useless, as the place was to be demolished. That was, in his opinion, a state of things that ought not to be allowed to continue.

As to the measure of damage, he agreed with Mr. WILLIS BUND that the tendency at the present time was to consider it to be the damage to the reversion, but, generally speaking, this was such a problematical question that it required twelve gentlemen, a Divisional Court, and a Court of Appeal to determine what it was. He certainly could hardly imagine a more shadowy ground of estimating compensation than that. Regard had to be had to what might be the circumstances, perhaps, ten or twelve years hence, because there was nothing to prevent the landlord suing for damage to his reversion during the early part of the term if the tenant was liable to do the repairs. If that was to be the test it would only be logical to allow the landlord the expenses of a surveyor in the first instance, to tell him what the defects were likely to be. Yet this was an expense he

was not entitled to recover. It was really an airy and problematical basis to put damage upon. If the tenant for the time being were sued for not carrying out the repairs, the damage should be the actual expense of doing those repairs, the actual loss at present sustained, not that which may have to be incurred at the end of a long period in compelling the tenant to carry out his covenant.

Mr. HOWARD MARTIN (Fellow) said that Mr. WILLIS BUND had given a solemn warning that surveyors should be guided solely by the letter of the law. That advice was, no doubt, very sound and necessary for surveyors when acting as umpires; indeed, in that capacity they had no option but to act solely upon the law, and give their awards purely on that basis. But in the management of an estate the surveyor's duty to his client was not merely to secure for him in individual instances his legal rights, but to manage his estate in the way that would be best in the long run—to serve his client as he would serve himself, to his ultimate advantage; and there were many cases in which, by going upon the strict letter of the law, the surveyor would not really be serving his client. Anyone having practical knowledge from the surveyor's point of view, and from the landlord's point of view, and knowing anything of the present market for tenants, must see that it was the surveyor's duty to decide many cases not on the purely legal basis, but on the basis of expediency and fairness.

Referring to the common covenant to keep in repair, fair wear and tear excepted, most people had some rough idea what that meant in three years' agreements—that the tenant must make good any damages in the way of breakage and things of that sort. He had a case in hand at the present time where the agreement contained the covenant to keep in repair, paint at the usual intervals, and the other

covenants usual in repairing leases and wound up with a covenant to give up possession at such and such a time "in good and substantial condition, fair use and wear excepted." He would be glad if any gentleman present could enlighten him as to the meaning of these words in that connection.

Mr. J. HEPPER (Fellow) said that he had read the Papers and followed the discussion with very great care. He noticed, coming from Leeds, that the practice in the Metropolis, as indicated by the remarks of London speakers, was different in many respects from that at Leeds, his own town, where, indeed, leases of the kind adopted in the Metropolitan district were almost unknown. Mr. FREEMAN, for instance, seemed to look upon it as a great hardship that the tenant should be compelled to attend to drain-pipes and such matters. In Leeds, which was a freehold town, there was a very good sanitary authority, and when a tenant found that his drains were out of order he simply informed the nuisance-inspector, who would either have the matter put right by the landlord, or do the necessary repair himself and recover the cost from the landlord. If a similar system were adopted in London, a great deal of difficulty would be avoided.

He desired to refer to the case of *Newton v. Crawford*, and explain a little in detail what the case really was. He was the witness who prepared the valuation for the defendant, and he was also subpœnaed on the other side as being the only person who could give reliable information as to the condition of the property at the time the lessee took possession of it. On being put into the box by the claimant, he gave evidence as to the original condition of the premises, but was not called upon by the other side to disclose his valuation. In forming an estimate of the damage, he followed the line

which Mr. WHEELER had laid down, although it was very strongly opposed by the lawyers. It seemed to him, in the first place, to be the best way to minimise the damage, and, further, it was the only right course he could take under the circumstances. He assumed that the property would be let again for a term of seven years, and considered what would be the reduced rent which the landlord would receive during those seven years if a tenant took the property over in the condition in which it then was. He capitalised the amount of the reduced rent, and gave the result to his client as his estimate of the damage, which was at least five times as much as the claimant ultimately got. It happened, however, that the claimant, in issuing his schedules of claim, in the first instance put them in general terms, but when the damage came to be assessed by the claimant's valuers, they introduced a good many details not included in the original schedules. The judge struck out everything that had not appeared in the schedules as originally delivered, and further held that they were not entitled to charge for papering and various other things, thus reducing the damage to something like £20. No doubt the decision was technically right, but it involved very great injustice to the claimant, because the £20 was not the actual damage, as might be gathered from the fact that he, the valuer for the defendant, was prepared to allow five times as much.

In cases of freeholds, there were dilapidations as between an occupying vendor and purchaser. That point had not been touched upon in the discussion, but fell within his own experience. He had a great deal of manufacturing property to sell, and it was his custom to embody in the conditions a clause to the effect that the vendor should not be liable to the purchaser for any reasonable damage done by the removal of the fixtures which the purchaser himself might not take, those fixtures having been, in the first instance,

excepted from the sale. He might explain that, especially in the woollen districts, the removing of machines from manufacturing premises left, sometimes, great gaps in the floors. A purchaser of a mill would, of course, buy the mill as he saw it, and he would expect to have it so that he could use it. It was in order to avoid any possible question of dilapidations between vendor and purchaser, in cases of that kind, that the clause he had referred to was adopted.

Another class of dilapidations which had come under his notice in dealing with freeholds arose between landlord and tenant with regard to fixtures. It was a frequent practice for a tenant to put gas-apparatus, or a bath, or even fireplaces, into the house, and it was sometimes the duty of the surveyor to value these things, though not so frequently now as in former years. There were still many houses in which there were no water-closets, and a tenant who desired to improve his house would often introduce a convenience of the kind, or a bath with all the necessary apparatus, or improved gas-apparatus, or put up additional bells, and when he went out would seek compensation for these improvements. There seemed to be some doubt in law whether the tenant was entitled to compensation for them, or whether he was entitled to remove them. If he removed them, questions would arise as to dilapidation—not the actual dilapidation done to premises, because that might probably be agreed to, but whether the removal of the fixtures themselves would be a dilapidation. He always cautioned clients not to let these things be valued at all until they had satisfied themselves that the landlord would not claim them when they went out as belonging to him. The actual bearings of the law in this matter were by no means clear to his mind, as gathered from general practice.

In conclusion, he desired to express his gratitude to the

writers of these two Papers for the very practical suggestions which they contained.

Mr. H. H. COLLINS (Fellow) agreed with Mr. SHOPPEE that, if these Papers and the discussions upon them led to the formulation of some definite principles, it would be an essential service rendered to surveyors, and would relieve them of many of the difficulties that surrounded these questions. He regretted, however, to say that, neither from the long string of conundrums propounded by Mr. WILLIS BUND, from whose ability he had expected a good deal, nor from the discussion as a whole, had he been able to deduce any general conclusions likely to be of service in practice; indeed, to his mind the discussion had tended, if anything, to produce greater confusion. However, surveyors need not be ashamed to admit this, for it was quite evident that the judges and lawyers did not comprehend the questions any better than themselves.

During the 34 years over which his practice had extended he had been mainly guided by the Report of the Royal Institute of British Architects, published 44 years ago, and had never yet found any difficulty in reconciling the question of dilapidations with the instructions that were so ably, fully, and yet so tersely set forth in that Report.

He commended this Report to young surveyors, who could not be too careful in dealing with these questions, for judges regarded evidence respecting them with some suspicion, as he had himself discovered in a recent case in which he was concerned.

He was not prepared to accept the principle laid down by Mr. WILLIS BUND, that the measure of damage should be the injury to the reversion, preferring to go on as he had done for thirty years honestly assessing the amount of actual dilapidations—a course which he believed would be justified

in nine cases out of ten by the result, if the question went to litigation.

It had been incidentally observed that a particular practice had grown up in some large estates. In a neighbouring parish it was the practice when a lease was about to expire, at a rack-rental and in a deteriorating neighbourhood, to send in a very voluminous document to the tenant in the shape of a schedule of dilapidations, the amount assessed by the surveyor as the value of the dilapidations being demanded in cash, and the premises being required to be put into proper order and condition, as named by the surveyor, before a renewal was granted. That was an everyday occurrence on the great estate to which he referred, and the sooner it was discontinued the better it would be, in his opinion. He quite agreed with the remark made by Mr. HOWARD MARTIN about the inadvisability of adhering in every case to the strict letter of the law. Right might be right in the abstract, but it sometimes meant wrong in fact.

He would instance a case in which, after a fire, he had been obliged, as district surveyor, to condemn a wall as dangerous. The insurance office raised the question that as the state of the wall was a dilapidation—an inherent defect, or an effect, at all events, produced by time—they were not bound to make good damages which the fire had not occasioned. Unfortunately for them, the fire occurred on premises belonging to a barrister, who, upon the matter being referred to him, quoted the case of *Brown v. The Royal Insurance Company*, in 5 Jurist, N.S. 1255. The head-note in that case was as follows:—

“ Declaration on a policy of insurance against fire which
 “ contained a condition reserving to the company the right
 “ of reinstating of the premises in preference to the payment

“ of the claims. Plea that the defendants elected to re-
 “ instate the insured premises, and were proceeding in the
 “ reinstating of them until the commissioners of sewers
 “ caused them to be taken down as a structure in a danger-
 “ ous condition. That such condition was not caused by
 “ fire, and that if the commissioners had not caused the
 “ premises to be taken down, the defendants would have
 “ reinstated them in the condition they were in before the
 “ fire. Held by Lord Campbell, C.J., Compton and Hill,
 “ JJ. (Erle, J., dissenting): That the defendants having
 “ elected to reinstate the premises were bound by such
 “ election, and the plea showing performance to be im-
 “ possible was no answer.”

As an illustration of the way in which persuasion sometimes did more than force, he might refer to another case which he had come across in his practice. At a house in Pembridge Gardens there had been a wing added after the original building was erected, and the occupier had spent a considerable sum in decorating and furnishing the house. After he had been there a little while, the new wing caused the main building to sink bodily. The tenant had bought the lease through an advertisement which contained a statement that the house was in substantial repair. When he (Mr. COLLINS) was called in, it was clear to him that the whole back-front of the house would inevitably come down ; but the professional men on the other side took a different view, and simply had the wall patched up. In the course of two or three years the whole back-front of the house began to give way, and the ceilings of many of the rooms tumbled down, causing considerable damage. There seemed every prospect of a difficult and costly litigation ; but by putting the matter plainly to the landlord, and exercising persuasion, he induced him to see the matter properly, and

have the dilapidations made good. That was the way in which surveyors should endeavour to act in the interests of their clients and avoid litigation, wherever there was a chance of doing so.

With regard to the words "in good repair," it had been laid down, in the case of *Cook v. Chamberlain*, that they meant, not the state of repair the premises were in at the testator's death, but in habitable repair. For instance, a man had no right to have his room repapered if it were simply dirty, but only if it were torn, and the room therefore not fairly habitable. In all these matters he advocated casting aside mere legal technical considerations, and taking a common-sense view of each particular set of facts.

He agreed with Mr. PILDITCH in recommending the practice of compelling the holder of a lease which was about to change hands, to repair the premises before granting him a license to assign. In the long run such a course was a kindness to the tenant himself, and it was a precaution that ought to be generally adopted.

Mr. BRADSHAW BROWN (Fellow), as illustrating the difference between dilapidations and fixtures, referred to a case in which he had been recently concerned. A publican rebuilt a public-house taken from the East and West India Dock Company within, say, ten years. He subsequently sold it, and his brokers scheduled, in their valuation to the incoming tenant, the whole of the stoves and ranges throughout this new modern house. He, acting for the incoming tenant, objected to pay for these items. On applying to the East and West India Dock Company he was informed in writing that they would positively object at the expiration of the 21 years' lease to the removal of those particular items. Notwithstanding that, the ingoing tenant

could not afford to wait to have the matter referred, or go to law upon it, the case went to a leading firm of public-house brokers for arbitration, and they decided that the stoves must be paid for by the tenant. That was a monstrous injustice, and he hoped that those members present who represented the legal world would take note of it and similar cases, and suggest some means by which such difficulties could be got over in an equitable manner.

MR. R. C. DRIVER (Vice-President) said that when he commenced general practice, about 40 years ago, he had a case in which he had to assess the dilapidations on behalf of the freeholder of a large house at Peckham, with extensive grounds, kitchen-garden, hothouses, and graperies. The house had lost its residential character, and in a year or two would have had to be pulled down, and the land used for general building purposes. The solicitor referred him to the covenant, by which the lessee was bound to uphold, support, maintain, and so on, and render up the premises in a proper state of repair. He told him that he must comply with the law. Thinking it hard to make the lessee, under these circumstances, reinstate the premises, he referred the case to a surveyor of long standing, more conversant with such matters than he was at that time, and the advice he got was, to take into account three things—"the law, the practice, and his own common sense." The result was that he assessed the dilapidations at a comparatively small sum. This had been his practice ever since in dealing with property which would, consequent on surrounding circumstances, have to be pulled down and make way for a different class of property.

He always looked upon dilapidations not in the light of the injury to the reversion, but with reference to the actual

damage at the time the lease expired. If it were at the expiration of a ground-lease, which comprised stipulations that his lessee should support and uphold, and there was a settlement, he assessed the settlement at the cost of the underpinning and taking out the brickwork, &c., and otherwise making good. But if it was a case of a seven, fourteen, or twenty-one years' term only, and there were similar clauses, he would take into consideration, from evidence, what was the condition of the house when he entered, and govern himself according. If surveyors brought their common sense to bear on matters of the kind they would find it not necessary, in ninety cases out of a hundred, to have recourse to legal proceedings.

As to drains, he made it his practice when taking a house (new or old) for a lessee, to stipulate that the drains should be specially looked at and inquired into; and if the vendor would not agree to this reasonable request, he treated the house as unfit for habitation. This was a matter, after all, which was in the hands of the intending lessee or purchaser.

As to loss of rent, he had never yet in a single instance been asked to recoup the landlord for loss of rent during the restoration of dilapidations. As a rule, a month or so was sufficient time to make good dilapidations; and unless the premises were certainly in such a condition that it would take three or six months to put them in order, he should not think the question of rent need be considered.

With reference to Mr. HEPPEL's observations as to the practice of auctioneers at Leeds, he might point out that London auctioneers stipulated that the purchaser should take as incoming tenant, and that he should have an opportunity of assessing upon the outgoing lessee any sum for dilapidations consequent upon the removal of fixtures, as well

trade or otherwise. The covenants of the lease were also specially referred in the particulars in this respect, so that a purchaser was cognizant of what the condition of the premises would be when possession was given, or if it were a case where an owner was the occupier, the owner's stipulations, as to removal of trade or other fixtures, was specially mentioned in the particulars of sale.

The Institution was indebted to Mr. WHEELER for his statement of the law, and to Mr. PILDITCH for his statement as to the practice ; and when the Papers and the discussion were printed together they would form a valuable text-book for reference.

Mr. HEPPEL explained that his observation applied more to the vendor as occupier and his purchaser, than to the lessee and the purchaser. A vendor being the occupier of his own mill, selling his own property, was in a different position altogether.

Mr. H. C. NEWMARCH (Fellow) briefly referred to a class of dilapidations that had not been touched upon at all, namely, as between the lord of the manor and his copyhold tenants—the amount of waste which would justify the power of seizure being exercised by the lord of the manor, and the effect of dilapidation on fines. That was an important question, but, there not being time to discuss it, he contented himself with merely drawing attention to it.

Mr. WHEELER, in replying to the discussion, desired first of all to express his thanks for the courtesy and consideration with which his Paper had been received. He knew it dealt with “matters of doubt, and even of con-

“troversy”; and he was agreeably surprised to find that much of what he had advanced had been accepted. He specially appreciated the compliment which Mr. BEDELLS paid him, when he was good enough to say that “the Paper would “ set surveyors thinking as to the principles which they have “ been in the habit of acting upon, in matters of this kind,” nevertheless he found from the discussion that it was probable, to say the least, that some surveyors would continue to act upon lines which were not in harmony with the current and result of legal opinion and of actual decision.

Thus, at page 307, Mr. BEDELLS himself challenged the decision in *Morgan v. Hardy*—a view shared by Mr. MATHEWS,—while, in assessing dilapidations during the term, it was equally clear that the legal canon, namely, that the “true measure of damage is the injury sustained to the reversion,” did not meet with general approval. On the first point Mr. WOODWARD appeared to hold the true legal faith,—a faith which, quite apart from the fact that the point was one of actual legal decision, nevertheless found a powerful and cogent advocate in Mr. WILLIS BUND.

It would be impossible, within the limits of his reply, to deal with all the points to which his attention had been called, not only in the course of the discussion, but also by a somewhat seductive correspondence, by which he had been invited to enter upon “fields and pastures, *new*” not only to the surveyor, but to the lawyer. If, therefore, he did not touch upon all the subjects referred to, it must not be attributed to want of courtesy or respect, but want of space.

First of all, to deal with that unfortunate phrase, “wear and tear,” to which Mr. WOODWARD called his attention, and which was also dealt with specially at pages 295 and 305, and by Mr. MATHEWS and by Mr. WILLIS BUND.

The phrase was one, no doubt, suggesting if not parity, at all events something like a parity of meaning, and a loose convention may have given to this jingling phrase this erroneous interpretation. He preferred the form, "use and wear," as Mr. BEDELLS' adviser did (p. 305), thinking, as he did, that if these words "wear and tear" should be interpreted strictly, a great difference of legal value would be found to exist in them.

One writer, Mr. BANNISTER FLETCHER, defined "wear and tear" as "usage not damage"; but he thought that the Institute of British Architects, in their admirable Report on dilapidations, were right when they said that "the interpretation of the common phrase, 'reasonable wear and tear,' remains an unfailing source of contention." He thought the key to this was to be found at page 120 of Mr. KERR's recent work, where that author says that mistakes upon this point (that is, as to the liability of a tenant upon the repairing covenants in a lease) are common—"one being that 'wear and tear' are the privilege of the tenant. It is more correct to say wear and *not* tear, "because tear or breakage has certainly to be repaired by the tenant under any circumstances."

The Conveyancing Act he need not comment upon at length. He concurred substantially in the view expressed by Mr. WILLIS BUND. That learned gentleman had, in fact, met the observations of Mr. TUCKETT.

Turning for a moment to a practical point, it seemed to him that the suggestion (in which so many experienced surveyors concur) of having a schedule of the then existing defects upon taking a lease was most valuable: it would earmark the condition of the premises, and, especially in the case of old buildings, form a sort of pedigree by which the antecedents of the building could be ascertained, and the

expensive and costly inquiries as to the original character of the structure and matters of that kind would thus be obviated. He did not propose to deal with the question of drains. He thought the observations of Mr. PILDITCH, as to drains (if he might say so without presumption), were most weighty. No doubt he was quite right in saying that, up to quite a recent date, the principles of sanitary science had been but little understood, but he might well go further and say that, from a legal standpoint, in the relation of landlord and tenant, such things barely existed.

The easements and appurtenances of a house no doubt included drains, and passed with the house, but their *condition* was quite a different thing, and as upon the taking of an unfurnished house in the ordinary way, there was no implied warranty, and the whole subject of drains should, in the interest of the tenant, be investigated and dealt with expressly and specifically. He agreed in the course that Mr. WOODWARD adopted (page 327) in the case he mentioned, and while thoroughly sympathising with Mr. FREEMAN in his sufferings from the condition of his drains, he could hardly hope that the legislature would throw upon landlords the burden of a warranty that the premises they let were healthy within any measurable distance of time.

It was a matter of considerable satisfaction to himself that his view of the law was accepted and supported, save in one case (as to which he would call attention hereafter), by those who had taken part in this discussion, whether surveyors or lawyers, but some disappointment had been expressed that some clear and distinct principles had not been enunciated, which, while reconciling decisions apparently contradictory in point of law, unsatisfactory in point of fact,

or contrary to the practice and hostile to the views of surveyors in the past, would guide and direct surveyors and lawyers alike, without doubt or difficulty in the future.

He thought Mr. P. D. TUCKER's observations (p. 321) in dealing with the views of GIBBON and GRADY, and those of Mr. SPENCER CHADWICK (p. 336), put the underlying practical principle fairly. The views of these gentlemen were supported and indorsed by the extracts that he had before given from the report of the Royal Institute of British Architects, and from Mr. KERR's work as well. So far the surveyor and the lawyer were at one, but the lawyer's special function came into operation chiefly in the interpretation of verbose covenants and meaningless and redundant words. Mr. PILDITCH (at page 291) had collected a string of phrases (*vide* pages 322, 323, 334, as well), and Mr. MATHEWS, Mr. FREEMAN, Mr. MARTIN, Mr. COLLINS, and Mr. BUND cited others. It was in the construction and "piling up" of these phrases that the lawyer's art had been invoked, and on the interpretation of these phrases that his skill had been exhausted.

He regarded them himself, to a great extent, as "a nice derangement of epitaphs," as Mrs. MALAPROP says; their true interpretation must depend on the circumstances of each particular case, the class and age of the property, and the nature of the covenants, and this interpretation he would rather confide to the surveyor than to the lawyer. All he would ask was that the surveyor should bring to bear upon the task (in the happy language which Mr. R. C. DRIVER has used) "the law, the practice, and his own common sense," and these used in harmony would solve the problem. He said "used in harmony," for it was clear that the profession did not fully accept the legal rules which result from legal

decisions. He could only deal with legal principles and their legal result. He was quite aware that in the practical management of an estate, as Mr. HOWARD MARTIN pointed out, there must be what he might term "a give and take," and that the object of the surveyor was not to secure merely the legal rights of his client, but to manage the estate in the way that would be best in the long run.

Time would not permit his dealing with several matters to which attention had been called, but he would say one word in reply to Mr. DRUCE. He regretted any misunderstanding of his meaning. Both he and Mr. PILDITCH had overlooked the words "by analogy." He did not deal with the Agricultural Holdings Act at all. His suggestion assumed legislation. But he could not follow Mr. DRUCE at large; indeed he regretted to say he differed from him on every point he had touched.

He feared that he had trespassed on the patience of the Members. The subject was a large one. He hoped the general result of the Papers read would be valuable not only to the practising surveyor, but also to lawyers, whose work brought them specially into contact with such questions as had been discussed.

Mr. PILDITCH in reply said that when he conceived the idea of preparing a Paper upon this subject, he was told that the difficulties in the way of reducing it to tangible principles or rules were insurmountable. His experience whilst writing the Paper and listening to the discussion, had shown him that there was a considerable amount of truth in that view, but at the same time that it had proved possible to clear many misunderstood points, and to gain a fuller idea of what principles really did govern the subject, and their extent and applicability.

He trusted the two Papers, and the discussions on them, would form the starting-point for a general movement which would have the effect of reducing much that was still hazy and uncertain into more definite form, and that Mr. FREEMAN's useful suggestion as to a mixed committee of lawyers and surveyors, drawing up some kind of a code, would not be lost sight of.

He was not surprised that Mr. WILLIS BUND and Mr. DRUCE should complain of the indefinite character of what had been laid down in the way of definition of the tenant's liability under various kinds of repairing covenants. But these gentlemen should remember that it was difficult to construct a definite system of this kind out of such fragments, and warring fragments, of legal decisions, as they possessed. Coherency was not an attribute of the common law, and if they had set minds at work upon the subject, and induced the professions concerned to interest themselves, as a whole, in the task of constructing a sound and healthy series of customs and rules on the subject, they had done, he thought, as much as might have been expected of them. Mr. DRUCE, however, overlooked the fact that he (Mr. PILDITCH) made, in his Paper, an *attempt*, ineffectual though it may have been, to define the meanings of the most usual of the terms to which he refers. If that definition was only a skeleton one, it was only what it was intended to be, and what he considered would be most useful for the purposes of the discussion, in the course of which he had hoped it would have been amplified and filled in by the collective wisdom of the learned counsel, solicitors, and surveyors attending the meetings. He was sorry that this line was not so freely taken as he had hoped, although some valuable amplifications of it had been made.

Both Mr. W. BUND and Mr. TUCKETT took exception to a

paragraph in which he advocated the exercise of a "certain dispensing power in the interests of good relations between landlord and tenant," in cases where an impending application of the strict letter of the law might work hardship or injustice. His view had been forcibly defended during the discussion by several surveyors—notably by Mr. HOWARD MARTIN and Mr. WOODWARD. With him, it had grown with his experience; whenever hardship was done by the strict letter of the law, it was done to one class only of the contracting parties, and, under these circumstances, he thought it was only reasonable and prudent that care should be taken to disassociate law from justice in cases where the terms were not synonymous. The Courts, juries and judges alike, did so, and strict rules laid down in some cases were in following ones entirely neglected, and a very slight difference in the particular circumstances took a case beyond the limits of precedent. It was this uncertain quality of dilapidation cases which rendered the attempt to unbendingly apply the strict letter of case-law all round, productive of hardship.

Such a code as Mr. FREEMAN suggested, if practicable, would perhaps make it more easy to hold to the strict letter of the law, but until they got something of the kind they must, as practical surveyors, temper law with justice, where necessary.

At the same time, he would say that Mr. TUCKETT's surmise was correct, and that when he wrote the paragraph in question he was thinking of the surveyor rather in the capacity of the landlord's representative than in that of an arbitrator. When he was acting in the latter *quasi-judicial* capacity he was, of course, bound by the letter of the law, provided he could find it.

Another matter of principle referred to by Mr. WILLIS BUND and other speakers, as to whether the amount of

damages sustained by the lessor was to be the diminution in value of the inheritance by reason of the neglect to repair, or whether it was the amount it would be necessary to spend to reinstate those dilapidations, seemed hardly to have been understood. It seemed to him that to arrive at the former it was absolutely necessary in every case to have first determined the latter.

For instance, to take the illustration cited by Mr. HEPPEL, who said that he estimated the reduced rent which a house would fetch by reason of its dilapidated condition, and then capitalised the loss of rent; he (Mr. PILDITCH) would point out that the only sound way of telling how much of the rental value of the house is lost in this way was by first estimating the cost of putting it into a tenable state of repair, and then to calculate the percentage upon this cost for the number of years for which the lease was to be granted.

The measure of damage to the inheritance seemed to him to be quite delusive as a guiding principle, and he was quite sure that no practical surveyor would be able to give tangible reasons for the formation of his judgment on such a basis. He had never, in practice, seen that method adopted, and could not see how its application could be anything more than mere guess-work.

There were other points of detail he would like to make reference to, although he feared time would not permit him to refer to more than a few out of the many that had been raised.

He had never heard a surveyor urge that there was any difference in meaning between the phrases "fair wear and tear," and "fair use and wear," referred to by Mr. BEDELLS; indeed, to him, the phrases seemed clearly synonymous. With reference to the question of the painting covenant in a seven-

teen years' lease, to which the same gentleman referred, he (Mr. PILDITCH) thought it clear that the landlord could not claim for painting a third time, inasmuch as the tenant was only bound to paint once every seven years—the recognised life of internal painting. The mistake was made by the solicitor who drew the lease not providing for the last year's painting to be executed somewhat beyond the ordinary term.

One remark made by Mr. BEDELLS called, he thought, for reference. It was where he recommended that alteration in the character of the neighbourhood should be taken into consideration, and the claim based upon the "average state of finish, repair, and condition of the houses" in the locality of the property. It was possible that a general alteration in the character of a neighbourhood, as regards the uses to which the property was put, for instance, should tend to modify the view taken of a dilapidation case; but he certainly could not subscribe to the dictum that the state of "finish, repair, and condition" of adjoining houses should govern a claim: such a principle, in his opinion, opened a palpable door for collusion between the tenants of adjoining property, and was likely to constitute an actual premium upon neglect, decay, and waste.

Then Mr. SIMMS did not think he was clear enough with reference to the question of responsibility under a maintaining covenant for the reinstatement of defective brick walls, but if that gentleman would refer to page 284 he would see that he (Mr. PILDITCH) said that under such a covenant "all defects to brickwork are no doubt dilapidations, and must be reinstated, even though involving the taking down and rebuilding." At the same time, he had added a few sentences drawing attention to a class of cases in which it was frequently necessary, to avoid hardship, that the land-

lord should not stand upon the strict letter of his legal rights.

Mr. TUCKETT's disagreement with his view as to a different rule obtaining in the case of a building-lease, and in that of a shorter one, was, he thought, fairly disposed of by Mr. WOODWARD.

He cordially echoed those gentlemen who had referred to a good knowledge of building construction, and of the prices of material and workmanship, as essential qualifications for a dilapidation-surveyor. One was sometimes unfortunate enough to have to meet a person who was but slightly equipped in these respects. His experience was that the client who employed such a person was invariably placed at a serious disadvantage, and frequently incurred heavy loss.

Then Mr. HEPPEL's reading of the covenant, "to leave the premises in a fit condition," as meaning that they must be left in a "perfectly sound and fit condition for the reception of another tenant," was one which he did not think would be accepted by a court of law at the present day. Of course it was difficult to tell to what the word "fit" referred, but, judging from the tendency of recent decisions, he was inclined to think that the courts would hold it to mean, practically, the same as "good," and would not translate it in the sense of being "fit" for any specific purpose.

He was sorry to be unable to refer to many other interesting points that had been raised in the course of the discussion, but hoped the various gentlemen who had been kind enough to criticise his Paper would acquit him of any discourtesy in not making reference to their remarks, for the limits of time and space were inexorable.

He could only now thank the two gentlemen who had proposed and seconded, in such cordial and too flattering

terms, the vote of thanks to himself, and the Members who had been present for so attentively and patiently listening to the Paper, and for their assistance in elucidating the subject during the discussion.

The Meeting then adjourned.

THE
REGENT'S PARK CROWN ESTATE:
ITS ORIGIN AND DEVELOPMENT.

BY WALTER SIMMS (FELLOW).

*Read at the Ordinary General Meeting of THE SURVEYORS' INSTITUTION,
Monday, May 23rd, 1887.*

WILLIAM JAMES BEADEL, M.P. (PRESIDENT), IN THE CHAIR.

THE object of this Paper, which in no sense claims to be an exhaustive history, is to set forth, in clear and concise terms, the origin, development, and progress of the Regent's Park. Originally forming an integral portion of the manor of Tybourne (subsequently Marylebone), its varying fortunes are traced from its first separate and independent existence as a Crown estate. It will be shown that since the time when JAMES II. specially reserved it in disposing of the remainder of the manor, it passed by means of grants and leases into the hands of many temporary owners, and reverted again to the Crown at the expiration (in 1803 and 1811) of the leases held respectively by Mr. HINDE and the Duke of PORTLAND. This gave the opportunity of developing the park in its present form. It is hoped that a representation of the method of dealing with the large tract of 543 acres near the heart of a great metropolis, its gradual rise and progress, through many financial and other difficulties, not only as a vast building estate (being exceptional, in this respect, amongst the parks of London), but as a principal landscape-garden and pleasure-ground, conceded in large

measure (with due reservation of rights) by the Crown to the people, may be found worthy of record amongst the "Transactions" of this Institution, and not without interest and, perhaps, some degree of profit to its members.

Nearly a century ago—to speak accurately, on the 1st of December, 1797—a report was rendered to the Lords Commissioners of His Majesty's Treasury, for their gracious consideration, by Mr. FORDYCE, who was then Surveyor-General of the Crown Lands. The object of this report was to condense into reasonable compass various schemes which had long been afloat for the improvement of the Metropolis. While London steadily insisted on growing to unwieldy, almost unmanageable, proportions, no corresponding increase had taken place in providing for, or in any way aiding, the new order of things. More especially there was a neglect of proper means of intercommunication, conveyance, and transport. The ways were narrow, ill-paved, ill-lighted, and in other respects dangerous. There were few direct routes from anywhere to anywhere else. Labyrinths of tortuous and evil slums met the bewildered passenger whenever he ventured a mile abroad. There was no outlet for constantly-growing wants, no regulating or assisting the ever-increasing pressure. Congestion of the population threatened to become chronic and confirmed. HORACE WALPOLE, whose testimony as a social gossip and chronicler of the manners and customs of his time is of first value, waxes pathetic in a letter addressed by him to Miss BERRY and her sister in 1791, six years before Mr. FORDYCE's first report. He says:—"Though London increases every day, and Mr. HERSCHEL (the astronomer) has just discovered a new square or circus somewhere in the New Road, in the *Via Lactea*, where cows used to be fed, I believe you will think the town cannot hold all its inhabitants, so prodigiously the population is augmented. I have twice been going to stop my coach

“ in Piccadilly (and the same has happened to Lady AILES-
 “ BURY), thinking there was a mob, and it was only nymphs
 “ and swains sauntering or trudging. T’other morning, *i.e.*
 “ at two o’clock*, I went to see Mrs. GARRICK and Miss
 “ HANNAH MORE at the Adelphi, and was stopped five times
 “ before I reached Northumberland House, for the tides of
 “ coaches, chariots, curricles, phaetons, &c., are endless.”

Matters, in fact, had been going for years from bad to worse, and now the climax was at hand. The authorities, with grave consideration and due delay, put the case into the hands of the eminent and experienced Dr. FORDYCE for treatment, and, amongst other excellent remedies, he prescribed the Regent’s Park.

As an important consideration it was felt that this new departure must effectually stop the ravages of the enterprising builder, so far, at least, as the north-west suburbs were concerned. Some were bold enough to predict that the new park was so distant from town that he would never reach it.† Mr. NASH, the great architect, to whom subsequently the formation of Regent Street and development of the park were entrusted, was very strong upon this subject. He reported, ten years later, that “great as the speculations
 “ in buildings are, the period must be very remote when
 “ Marylebone Park shall be enclosed on its northern side.” He informed “my Lord and Gentlemen,” His Majesty’s Commissioners,‡ that “Camden Town is already built and
 “ a considerable portion of the west side of Tottenham Court
 “ Road, so that in a very few years Marylebone Park will, on
 “ the whole of the eastern side, be enclosed by buildings.” There is a suggestion of a sneer, hardly justified by events,

* Surely this must mean “t’other afternoon”?

† The *Daily Journal* (1728) says that “many persons arrived in London from their country-houses in Marylebone.”

‡ Lord GLENBERVIE, Mr. W. D. ADAMS, and Mr. HENRY DAWKINS.

in his remark that "Mr. PORTMAN's and Mr. EYRE's land "on the west side is at present uncovered, although they are " 'offered for building.' " The building fraternity had their revenge, for Mr. NASH himself lived to see the day when they had carried their depredations even into the dim and distant fastnesses of St. John's Wood itself.

It may be in place to give here a rapid sketch of the history of the Regent's Park before it became a separate Crown estate.

It necessarily formed a portion of the borough of Marylebone,* which, again, was included in the hundred of Ossulstone, a vast area forming the whole of the Middlesex environs of the Metropolis, having, therefore, the Thames as a southern boundary, on the west the hundreds of Isleworth and Elthorne, northwards those of Gore and Edmonton, and on the east the river Lea.

Nothing would at first appear more obvious than the derivation of the word Marylebone—nothing more certain than that it is a mere corruption of Mary-la-bonne, Mary the good, doubtless derived, one would say, from the name of the principal or parish church, and so perpetuated to this day. As a matter of well-ascertained fact, the name has a widely different account to render. In times probably not far remote from those when London was still Londinum, two miles distant across the pleasant meadows and streams and gentle undulations stretching north and east of the village of Charing, nestled the little hamlet of Tyborne, or Tybourne, on the eastern or London side of the bourne, or brook, which, finding its source in the near Hampstead Hills, ran with devious course and varying nomenclatures through the districts now named Bayswater (hence Tyburn Corner

* Nearly one-third of the area of the park (on the eastern side) is in the parish of St. Pancras, and Albany Street, Osnaburgh Street, &c., &c., are included in the limits of the Crown Estate.

and Eastbourne and Westbourne Terraces) and Chelsea into its parent Thames.* Dominating this tiny village was, of course, the church, originally dedicated to St. John the Evangelist. As was not uncommon, though in this case no reasons appear to be extant, the church, through its authorities, took exception to its patron saint, and transferred its allegiance to the Blessed Virgin. When, subsequently, another site was chosen, and a new edifice erected, not far off, the name of the saint was coupled with that of the locality, and thus it came to be called St. Mary at the Bourne, afterwards, by easy and natural process, softening down to Marybourne and Marybone. Later, for a short period, owing probably to religious influences, Mary-la-bonne was attempted. But this proved too cumbrous for popular use (which always abbreviates †), and Marybone may be taken as the accepted pronunciation, although Acts of Parliament, parochial enactments, and county-court summonses recognise St. Marylebone as the only legitimate rendering.‡

The various phases through which the manor of Tybourn passed, from the time of its mention in Domesday-book down to the development and recent history of that portion of it now known as the Regent's Park, can be compressed into a brief record which, though involving the use of many names and dates, is far from being devoid of interest.

The manor of Tybourn, containing five hides, is described

* Tybourne river still flows, in diminished volume, through an iron conduit stretching across the Sloane Square Station of the Metropolitan District Railway. The fork of the Tybourne gave the lines to the fork of the north end of the present ornamental water in the park.

† With the notable exception of Westminster, a form fondly clung to by the majority of the inhabitants of that ancient city.

‡ In "The Valor of Pope Nicholas," temp. EDWARD I., the Church is referred to as *Ecclesia de Tyborne*; and in "A Record of the reign of King Henry VIII." it is called "Tyborne, *alias* Maryborne, *alias* Marybourne."

in Domesday-book as parcel of the ancient demesnes of the abbess and convent of Barking, who held it under the Crown. The land, says the survey, is three carucates. Two hides are in demesne, on which is one plough ; the villans employ two ploughs. There are two villans holding half a hide, one villan who holds half a virgate, two bordars, who have ten acres, and three cottars. There is pasture for the cattle of the village, woods for fifty hogs, and 40*d.* arising from the herbage.

At the time of the survey the whole had the annual value of 52*s.*, and this amount had doubled to 100*s.* in King EDWARD I.'s time.

ROBERT DE VERE, who held this manor under the abbey of Barking, gave it in marriage with his daughter JOAN, to WILLIAM DE INSULA, Earl WARREN and SURREY. If the proverb as to looking a gift horse in the mouth had at that time been invented, it would appear that this exceedingly astute gentleman preferred to ignore it. He took Miss JOAN for better, for worse, and was content to trust to providence, as is the common lot of Benedicts. But the title of his freehold was another matter, and he was not satisfied until he actually obtained for himself a direct grant from the Crown by way of confirmation. This is especially noteworthy, as being the first conveyance of the property into private ownership.

This earl's son JOHN dying without issue, it descended to RICHARD Earl of ARUNDEL, son of his sister ALICE. After the death of RICHARD, the succeeding earl, who was beheaded in 1394, his estates became the joint property of his daughters and co-heirs. WILLIAM, Marquis of BERKLEY, who had an interest in this inheritance, as descended from JOAN FITZALAN, through the MOWBRAYS, is said to have given the manor to Sir REGINALD BRAY, Prime Minister to HENRY VII.; but probably it was only his share in it, for it appears that

THOMAS HOBSON, about the year 1503, purchased three parts of this manor from Lord BERGAVENNY, the Earl of DERBY, and the Earl of SURREY. It is probable that he purchased the remaining part of Sir REGINALD BRAY. In the year 1544 THOMAS HOBSON, son it is to be assumed of the last-mentioned THOMAS, lost his splendid opportunity and exchanged this manor with HENRY VIII. for some Church lands, of which there happened to be at the time a considerable superfluity on hand.

Here, then, we find the King coming into his own again; and soon arose the curious occasion which gave the Marylebone or Regent's Park a separate and complete existence of its own, apart from its being merged in the borough. The realm was still under the gracious sway of King HENRY VIII. This monarch was of a generous disposition, and entertained wide views. It would be unjust to say that from these he excluded consideration of his own personal ease and comfort. In whatever direction his tastes or fancies lay, from matrimony downwards, he invariably sought the right royal road to gratify them; and, as it chanced that his Majesty had conceived a great liking for shooting and the chase, nothing could be more natural than the following proclamation, issued under the Royal Seal, in July 1546:—

“ Forasmuch as the King's Most Royal Majesty is much
 “ desirous to have the games of hare, partridge, pheasant,
 “ and heron preserved in and about his Honour of the
 “ Palace of Westminster for his own disport and pastime;
 “ that is to say, from his Palace of Westminster to St.
 “ Gyles-in-the-Fields, and from thence to Islington, to our
 “ Lady of the Oak, to Highgate, to Hornsey Park, to
 “ Hampstead, and from thence to his said Palace of West-
 “ minster, to be preserved and kept for his own disport and
 “ pleasure and recreation; his Highness, therefore, straightly
 “ chargeth and commandeth all and singular his subjects,

“ of what estate, degree, or condition soever they be, that
 “ they nor any of them do presume or attempt to hunt or to
 “ hawk, or in any means to take or kill any of the said
 “ game within the precincts aforesaid, as they tender his
 “ favour, and will eschew the imprisonment of their bodies,
 “ and further punishment at His Majesty’s will and pleasure.”

It is not probable that any serious attempt was made to carry this proposed royal outrage into effect. Love of sport is not confined to kingly breasts, and sportsmen are careless of danger. The loyal rustics doubtless continued to trap hares in the far-away heights of Hornsey, and little boys must still have harried the young partridges among the turnips of St. Gyles’ Fields, not concerning themselves to “ eschew the imprisonment of their bodies,” less out of bravado than of sheer ignorance of the terrible risks they ran.

However this may be, it is certain that King HENRY had to modify his sporting views considerably. He contented himself with a palace erected in Marylebone, at the top of the High Street, and nearly opposite the old church. Views are extant showing it to have been a substantial edifice, with seven gables and a corner turret fronting northward. It was surrounded by a pleasaunce for the King’s private delectation, and, what is much more to the purpose, an outer royal park and sporting domain, 543 acres and 17 perches in extent, was formed, the boundaries of which, from that day to this, practically include what we now know as the subject of this Paper, the Crown Estate of the Regent’s Park.

The acreage is taken from the “ Summary of a plan of
 “ the estate called Mary-le-Bone Park Farm, in the parishes
 “ of St. Mary-le-Bone and St. Pancras, in the county of
 “ Middlesex, belonging to the Crown,” ordered by the Lords Commissioners, and made by Mr. J. RICHARDSON in 1794, as follows :—

	A.	R.	P.
Farm in possession of Mr. THOMAS			
WILLAN and his under-tenants	288	0	35
Farm in possession of Mr. RICHARD			
KENDALL and his under-tenants	133	2	21
Farm in possession of Mr. RICHARD			
MORTIMER and his under-			
tenants - - - -	117	3	10
Mr. WHITE's garden, part of turnpike			
road and small triangular piece,			
south side - - - -	3	1	31
	543	0	17

The plan itself shows that nineteen-twentieths of the property was utilised as accommodation land in connection with the above three farm-holdings, each situate at a short remove from the New Road.

It does not appear that either palace, pleasure, or park was greatly favoured by the patronage of their Royal master. We learn that during the subsequent reigns of MARY and ELIZABETH they were "occasionally used," and the park itself was the scene of at least one very notable entertainment. In "Queen Elizabeth's Progresses" it is recorded that on the 3rd February, 1600, "the Ambassadors from " the Emperor of RUSSIA and their retinue rode through the " City of London to Marybone Park, and there hunted at " their pleasure, and shortly after returned homewards."

After some half-century this palace became converted to other purposes, for, under the style of the Old Manor House, we find it flourishing as a school, established about 1703 by Mr. DE LA PLACE, and it appears to have been similarly utilised until the date of its demolition in 1791. The private grounds were converted into a popular place of amusement,

known as Marybone Gardens, and were long a favourite resort of the golden youth of the period.

But after a while they fell from their high estate, and became the resort of the disreputable of both sexes. Many lessees reigned for brief terms, and, as a rule, failed more or less disastrously. Balls, dramatic performances, and dancing dogs appear to have been the staple amusements, with such occasional varieties as grand fireworks, "mount *Ætnas*," and, at least once, a veritable balloon ascent, which caused an immense sensation. Here, at the end of each season, as QUIN the actor told the antiquary PENNANT, the Duke of BUCKINGHAM was accustomed to give a parting dinner to the guests who frequented the place, when he always proposed, as a particular standing toast, "May as many of us rogues as remain unchanged next spring meet here again."*

Let us return to our park, now enjoying a separate and independent existence, which was emphasised by the fact that, when King JAMES I. granted the manor of Marybone

* The gardens are utilised as a rendezvous for Captain MACHEATH in GAY's "Beggars' Opera." They must have existed in some shape or other in much earlier days. PEPPYS, writing in his Diary in 1668 (two years after the Great Fire), notes, "Then we abroad to Marrowbone, and there walked in the garden; the first time I ever was there, and a pretty place it is."

It was this nobleman upon whom Lady MARY WORTLEY MONTAGUE was supposed to be so severely sarcastic when she wrote—

"Some Dukes at Marybone bowl time away."

"This is to give notice to all persons of quality, ladies and gentlemen, that there having been illuminations in Marybone bowling-greens on His Majesty's birthday every year since his happy accession to the throne, the same is (for this time) put off till Monday next, and will be performed, with a consort of musick, in the middle green; by reason, there is a ball in the gardens at Kensington, with illuminations, and at Richmond also."—*Daily Courant*, Thursday, May 29th, 1718.

1746. Robberies were now so frequent, and the thieves so desperate, that the proprietor of the gardens was obliged to have a guard of soldiers to protect the company to and from London.—*A Book for a Rainy Day*.

to a certain EDWARD FORSET, in consideration of a yearly payment of £16 11s. 8d., Marybone Park was specially exempted and reserved for his own use, and consequently remained a Crown possession. In such use and occupancy it continued until the fateful year 1646. CHARLES I. was King, though King even then only in name. The crowning battle of Naseby had been fought and lost by him. The cavaliers were beaten and broken. OLIVER CROMWELL and his puritan Roundheads triumphed everywhere. The King sought refuge at Oxford, where, at the commencement of the campaign, he had fixed his head-quarters. Amongst other troubles he was terribly pressed for money. And so we find him granting Marybone Park, by letters patent, dated May 6th, 1646, to Sir GEORGE STRODE and JOHN WANDERFORD, Esq., as security for a debt of £2,318 11s. 9d., due to them for supplying arms and ammunition during the troubles. When, four years later, the Commonwealth came into power, a fine spirit of independence was shown by a sale of all Crown lands to the highest bidders, without any recognition of then existing rights of ownership. Property, and more particularly that which had been Royal property, was dealt with on well-known principles,

“ Because the good old rule
Sufficeth them, the simple plan,
That they should take who have the power,
And they should keep who can.”

Accordingly the Marybone Park Estate was acquired by JOHN SPENCER, of London, gentleman, on behalf of Col. THOMAS HARRISON's regiment of Dragoons, on whom it was settled for their pay. CROMWELL appointed Sir JOHN IPSLEY as ranger. The purchase-money was £13,215 6s. 8d., including £130 for the deer (124 in number and of several sorts), and £1,774 8s. for the timber, exclusive of 2,976 trees marked for the navy.

It is pleasant to be able to record that, at the Restoration, the long-suffering Sir GEORGE STRODE and Mr. WANDERFORD were reinstated in possession of the park, which they held until their debt was discharged, except the Grand Lodge and 60 acres of land, which had been granted for a term of years to Sir WILLIAM CLARKE, secretary to the Lord-General the Duke of ALBEMARLE. The land having thus reverted again to the Crown, thenceforward ensued rapid transitions, which may be briefly summarised:—The site of the park (for it was disparked before the Restoration, and never afterwards stocked) was leased in 1668 to HENRY Earl of ARLINGTON; in 1696 to CHARLES BERTIE and others, in trust for the Duke of LEEDS; in 1724 to SAMUEL GREY, Esq., whose interest in the lease was purchased by THOMAS GILSON, JOHN JACOB, and ROBERT JACOMB, Esqrs., who renewed in 1730, 1735, and 1742. In 1754 a lease was granted to LUCY JACOMB, widow, and PETER HINDE, Esq. In 1765 WM. JACOMB, Esq., had a fresh lease for an undivided share, being 15 parts in 24. The term of his share was prolonged in 1772, and again in 1780, for eight years, to commence from January 24th, 1803. In the year 1789 Mr. JACOMB sold his interest in the estate to the Duke of PORTLAND, who purchased by auction, for £20,500, the 22 years' unexpired term, producing a rental of £997 1s. 9d. per annum. In his Grace the said share was vested until the expiration of the lease in January 1811. In 1765 and 1772 JACOB HINDE, Esq., had obtained new leases of the remaining undivided share, being nine parts in 24. This was never renewed, and expired in 1803.

And this brings us down to the state of affairs when they were reported upon by Mr. FORDYCE, the Crown Surveyor-General, in 1797. The estate was in the respective holdings of Mr. HINDE and the Duke of PORTLAND, the termination of whose leases in 1803 and 1811 left ample

time for the Crown Commissioners to deal with the property as a whole in such manner as might seem to them most fitting.

It was destined to gain vastly in value and attractiveness from the formation of Regent Street, the most important London thoroughfare of modern times. This was constructed in direct relationship to the proposed development of the Marylebone Park Farm Estate. In his Report to the Commissioners, Mr. NASH said :—"The new street direct " from Charing Cross to Marylebone Park, proposed in your " instructions to me, would be of such advantage to the " Crown lands of Marylebone Park, by the additional value " it would give to that property, as alone to justify the " Crown in carrying it into execution, and of such advantage " to the nobility and gentry occupying the principal houses " in the west and north-west quarters of the town, in their " communication with the Houses of Parliament, the Courts " of Law, the Treasury, Admiralty, and other public offices " in the lower part of Westminster, that I have considered " it under three distinct heads—its utility to the public ; " beauty to the Metropolis ; and the practicability of the " measure ; and have drawn a plan showing the course of " the street proposed, and its connection with the adjoining " streets."* The Commissioners, in reporting to Parliament, strongly supported this view as being "so essentially connected with the more immediate subject of Marylebone " Park itself." Backed by such authority, it was a matter

* This plan was modified twice, if not oftener. The first idea was to proceed from Carlton House Terrace to Piccadilly, then take a slight incline to the left to monopolise Golden Square, and so through to Oxford Street, terminating opposite Great Portland Street. Another was more upon the present lines, except that on the site of the Quadrant was to be a large square with a public building in the centre. The inevitable colonnades and shops, of course, entered freely into all Mr. NASH's schemes.

of little delay before this magnificent improvement, starting from Carlton House (the site of which is now occupied by the Duke of York's column), and connecting itself with Portland Place, brought the Regent's Park into direct touch with the most fashionable parts of the Metropolis, and so secured its future prosperity.

Public competition was resolved upon by the authorities as the method whereby best to learn how to lay out the estate to the greatest advantage, and a premium of £1,000 was offered for the best approved design, the cost of preparing the plans to be paid for in addition. Strange to say in days of keen business stress and rivalry like the present, there were no competitors. To quote from the Commissioners' Official Report* :—"There was no reason to doubt " that the matter had been very generally known amongst " persons of that profession (architects) throughout the king- " dom, yet the only plans received during the life of Mr. " FORDYCE were three, and all of them from Mr. JOHN WHITE, " who had a connection with the estate, from being the agent " of the Duke of PORTLAND, in the management of it under " his Grace's lease."

None of Mr. WHITE's three schemes was sent in with any notion of competition. His principal idea was to surround the park with a belt or fringe of fine detached houses and garden-grounds, with an inside carriage-drive of two and a half miles, leaving the remainder free as a handsomely-timbered pleasure-park, except that, opposite Portland Place and Harley Street, taking the New Road as the chord of the arc, was to spring a grand crescent of stately dwellings, with a royal residence in its midst, fronted by luxuriant gardens and a central church.

Though this proposal met with a good deal of favour, it

* First Report of the Commissioners of His Majesty's Woods, Forests, and Land Revenues, 1812, p. 7.

was deemed advisable to instruct the official architects and surveyors of buildings of the Land Revenue, Messrs. LEVERTON and CHAWNER, and also Mr. JOHN NASH, architect in the Department of Woods and Forests, to prepare plans and send in detailed reports.

The scheme of the former gentlemen was to lay out the whole area as a building estate, which looks sufficiently splendid upon their published plan. It included palaces, mansions, churches, squares, crescents, and circuses, with inclosures, gardens, and grounds (to say nothing of the proposed cavalry barracks). It was, too, a marvel of financial ingenuity, for although the whole extent was to be devoted to the creation of ground-rents, these were only estimated to produce a yearly income of about £23,000, whereas Mr. NASH, in his first scheme, leaving the greater part of the park intact, calculated on £59,429 per annum. A Treasury minute, dated October 18th, 1811, while not overlooking these figures, stated that their Lordships could not approve of the plan submitted by Messrs. LEVERTON and CHAWNER, for appropriating so much of the estate to building; and thenceforth NASH was left master of the situation.*

The report of the eminent architect is a ponderous and portentous document, the preamble to which will be found printed as an appendix. Before descending to details, he indulges in a long and eloquent dissertation upon the wrongdoings of "adventuring builders." He concisely points out what he calls the "principle of speculation," and its many attendant evils. "The artificial causes," he says, "of the extension of the town beyond the New

* It is worthy of remark that both Mr. WHITE and Messrs. LEVERTON & CHAWNER regarded as an essential feature of their scheme the opening up of Harley Street, Devonshire Place, Upper Baker Street, and other thoroughfares pointing due north, into the centre of the park. This desideratum NASH neglected altogether.

“ Road, (which he takes to be the natural boundary of
 “ buildings of any consequence) are the speculations of
 “ builders, encouraged and promoted by merchants dealing
 “ in the materials of building, and attornies with monied
 “ clients facilitating, and indeed putting in motion, the
 “ whole system, by disposing of their clients’ money in
 “ premature mortgages, the sale of improved ground-rents,
 “ and by numerous other devices, by which their clients
 “ made an advantageous use of their money, and the
 “ attornies create to themselves a lucrative business from
 “ the agreements, assignments, leases, mortgages, bonds,
 “ and other instruments of law, which become necessary
 “ through such complicated and intricate transactions. It
 “ is not necessary for the present purpose to enumerate the
 “ bad consequences and pernicious effects which arise from
 “ such an unnatural and forced enlargement of the town,
 “ further than to observe, that it is the interest of those
 “ concerned in such buildings that they should be of as
 “ little cost as possible, preserving an attractive exterior,
 “ which Parker’s stucco, coloured bricks, and balconies,
 “ accomplish; and a fashionable arrangement of rooms on
 “ the principal floors, embellished by the paperhanger, and
 “ a few flimsy marble chimney-pieces, are the attractions
 “ of the interior. These are sufficient allurements to the
 “ public, and ensure the sale of the houses, which is the
 “ ultimate object of the builders, and to this finery every-
 “ thing out of sight is sacrificed, or is no further an object
 “ of attention, than that no defects in the constructive and
 “ substantial parts shall make their appearance whilst the
 “ houses are on sale; and it is to be feared that for want of
 “ these essentials, which constitute the strength and per-
 “ manency of houses, a very few years will exhibit cracked
 “ walls, swagged floors, bulged fronts, crooked roofs, leaky
 “ gutters, inadequate drains, and other ills of an originally

“bad constitution; and it is quite certain, without a
 “renovation equal to rebuilding, that all those houses long,
 “very long, before the expiration of the leases, will cease to
 “exist, and the reversionary estate the proprietors look for
 “will never be realised, as it is not till the end of the
 “builder’s term that the proprietor of the fee will be
 “entitled to the additional ground-rents laid out by the
 “builder.” This must have been valuable information
 to the Commissioners, always assuming that they were not
 aware of it beforehand; but in any case it showed that Mr.
 NASH was fully alive to the wicked ways of the “adven-
 turing builder” of the period, and would have none of
 them.

He clearly explains the principles of his report, and
 the objects proposed to be obtained—viz., “that Mary-le-
 “bone Park shall be made to contribute to the healthfulness,
 “beauty, and advantage, of that quarter of the Metropolis;
 “that the houses and buildings to be erected shall be of
 “that useful description, and permanent construction, and
 “possess such local advantages, as shall be likely to assure
 “a great augmentation of revenue to the Crown at the
 “expiration of the leases; that the attraction of open space,
 “free air, and the scenery of nature, with the means and
 “invitation of exercise on horseback, on foot, and in
 “carriages, shall be preserved or created in Mary-le-bone
 “Park, as allurements and motives for the wealthy part of
 “the public to establish themselves there; and that the
 “advantages which the circumstances of the situation itself
 “present shall be improved and advanced, and that markets
 “and conveniences essential to the comforts of life shall be
 “placed in situations, and under such circumstances, as may
 “induce tradesmen to settle there.”*

* *Apropos* of carriages, it may be mentioned that the first omnibus
 was started from the “Yorkshire Grey” tavern, at the south-west

The plan sent in with the report differed materially from that which was subsequently adopted. Rows of terraces were designed to run, as at present, round the east, south, and west sides. The field at the top of Portland Place, known as Duppa's Field, with a corresponding portion north of the New Road, were to be converted into a large crescent, with centre plantation and church, thus connecting Portland Place with the Park, "without producing the slightest sensation of having crossed the New Road." A double circus of houses was to be erected on the rising ground in the centre of the park, a square (the size of Russell Square) in the south-east corner, and two corresponding crescents in the north-east and north-west corners, these flanking the Life Guard and Artillery Barracks, which were to monopolise the whole of the northern portion. In the park itself it was proposed to let out ground "in parcels of from four to "twenty acres for the purpose of building villas, and so "planted that no villa should see any other, but each should "appear to possess the whole of the park." The so-called Circular Road was made a great feature in all the plans.

The important question of the revenue to be expected from the proposed laying-out caused Mr. NASH all the anxious consideration which he was asked to give it in his instructions. He made his estimates "on the supposition "that the Crown may become the immediate lessor to those "who build, and not by the intervention of adventuring "builders," and, therefore, he steered a middle course "between the rents which adventuring builders would give

corner of the park, on the 4th of July, 1829, by Mr. JOHN SHILLIBEER, of funeral renown. (This method of conveyance had been introduced into Paris some months previously with considerable success.) The vehicles were drawn by three horses abreast. There were twenty-two passengers, all inside. Their destination was the Bank; fare one shilling, or sixpence for the half-journey, including the use of newspaper. The first conductors were two sons of a British naval officer.

“the Crown, and what they would exact from their under-tenants.” As a result he found the annual value of the immediate ground-rent to amount to £59,429, and the value of the property at the end of the building-leases to £187,724. These figures were, of course, affected by the subsequent modification of his plans.

It is little to be wondered at that Mr. NASH was sanguine of success, and strove to impart his hopefulness to the Honourable Commissioners, and all others whom he could influence. “When all these attractions and advantages” (as set forth in his report, he exclaims) “are considered, a reasonable hope may be entertained that the great and opulent will settle here in preference to the present favoured spots in the vicinity of the old parks.” A high bid was made for the residential patronage of Royalty itself. The foundations of Sussex Place were laid, and its architecture designed in reverent imitation of that chaste fabric at Brighton, which found such high favour in the eyes of the Prince Regent. But such honour was not to be. The first gentleman in Europe preferred “the vicinity of the old parks,” and the idea died stillborn.

It was not until 1812 that Mr. NASH was enabled to commence giving practical effect to his designs, and their full realisation took many years.* The park was not declared “finished” until 1838, three years after his death.† Park Crescent, a continuation of Portland Place,

* The course he adopted was to let plots to builders at ground-rents (which the lessees persistently “improved”), the houses being built to his designs, and under his immediate personal supervision.

† Building operations appear to have but slowly affected its interior economy. As late as 1828 we read in the *Croker Papers*: “Sept. 1. “Got up early and met LOWTHER at Lord HERTFORD’s to shoot in the “Regent’s Park. He killed two hares and a pheasant, shooting very ill. I killed four hares, shooting very little better. We saw, I suppose, thirty hares and a good many pheasants, and but one “partridge—a stray red one, I believe, from Lord HERTFORD’s.”

forming an appropriate entrance into the new domain, was almost the first undertaking of importance. The houses, we learn, built almost in the open country, were finished slowly, and found so few ready to take them that for a long time the future of the park hung trembling in the balance, and serious fears were entertained as to the practicability of carrying out the approved designs. "The works," writes HUGHSON (1817) "have been so long in this half-built state, that grass has grown on the tops of the walls, reaching in some places higher than the kitchen windows."

Times were not propitious to the building trade. The great war with France was just over, and with peace had come, as first fruits, exhaustion, stagnation, and distress. The National Debt, which, at the end of the Seven Years' War was £139,000,000, and at the end of the American War £268,000,000, had now reached the appalling total of £880,000,000. Bread was dear, wages were low, the wheat crop of 1817 was a disastrous failure. No wonder that the grass found time to grow upon the unfinished Park Crescent walls.*

Whilst Mr. NASH was struggling against hard times, which gradually developed into better (principally owing to the enormous impetus given to all our manufactures by the extended application of steam-power), a very ancient and interesting corporate body had quietly taken up snug quar-

* The land on which Park Crescent stands was leased in the first instance to Mr. MAYOR, at £1,200 yearly rent. His failure, soon after commencing the undertaking, led to much disappointment and delay. He also leased the Crown land forming the subsequent continuation of Harley Street at £387 18s. per annum.

The plans annexed to the first and third triennial Reports show designs for 26 villas to be erected within the inner area of the park. Numerous applications were made, but the Commissioners decided (*circa* 1825) to reduce the number to 8, "to prevent destroying scenery, and shutting out views." The same considerations led them to modify the original intention of inclosing the whole of the north boundary with blocks of buildings.

ters within the precincts of the Park Estate, and settled down into a new home, which, to this day, bears every appearance of unostentatious comfort and prosperity. This is the Collegiate Church of St. Katharine, hospital, and master's house. This small ecclesiastical establishment, whose proper title is "The Peculiar and Exempt Jurisdiction of the Collegiate Church or Free Chapel of St. Katharine, the Virgin and Martyr," was founded by the bold and ambitious MATILDA, Queen Consort of King STEPHEN, in the year 1148, and dedicated to St. KATHARINE. It was dissolved in 1272, and the present hospital was founded in the following year by Queen ELEANOR, and dedicated to the same saint, and continued unaltered until its removal in 1826 to its present site.* This was rendered necessary upon the formation of St. Katharine's Dock, whence, of course, its name.†

The original intention of Queen MATILDA was to found the hospital and church "in pure and perpetual alms," to secure the repose of the souls of her children, BALDWIN and MATILDA, who were buried within it before her own decease.

In 1273 Queen ELEANOR by Royal Charter refounded the hospital (so termed only in the sense of *hospitium*, a house of hospitality or refuge), to secure the soul of her late

* The master, brothers, and sisters, having obtained handsome compensation for disturbance, as regards their old quarters, prayed for and obtained a grant in fee, and without pecuniary consideration, of two plots of ground on the east side of the park—one in front of the barracks, between the two roads, of the length of 333 feet, on which should be erected the church, school, and accommodation for the brothers and sisters; and the other a plot of about two acres within the railing of the park, as a site for the residence of the master.

† It is a singular instance of the instability of human affairs that a portion of our vast Metropolis, which one of our most splendid monarchs, EDWARD III., the magnificent founder of Windsor Castle, intended as a Metropolitan Court, under the name of East Minster, or the Abbey of St. Mary of the Graces, and as a rival to West Minster, should become in after times, as "St. Katharine's," the most disgraceful and abominable of all the low precincts of the Metropolis.—*Elmes* (1827), pp. 59-60.

husband HENRY III., her own, and the souls of preceding and succeeding Kings and Queens of England. Three brothers, priests, were appointed to say daily masses; three sisters, six poor scholars, and the beadswomen were to receive sustenance, to apply themselves to the church service, join in the responses, and pray for the good estate of Queen ELEANOR. She preserved to herself and the future Queens of England the right of appointing a fit master, and the patronage of the hospital.* This Royal patronage, so far from being merely perfunctory, is exercised to this day with many evidences of close personal interest.

It remains an unexplained problem how this charity escaped the omnivorous attentions of King HENRY VIII. Tradition has it that ANNE BOLEYN, as Queen Patroness, saved it by her earnest intercession. Chronology asserts that, at the time, ANNE BOLEYN had been dead nine years. An excellent authority of to-day suggests that "there is little "reason to doubt that the 'College' or clerical portion of

* In 1257, on an inquiry being made of the Prior and Chapter as to the appointment of one of their own body to the mastership of St. Katharine's, they answered, "It was done to reform the brethren, too frequently inebriated."

The sumptuary laws issued by PHILIPPA of Hainault, Queen of King EDWARD III., were severe and precise. "The said brethren shall "wear a straight coat or clothing, and, over that, a mantel of black "colour, on which shall be placed a mark signifying the sign of the holy "KATHARINE [a wheel, the instrument of her torture]; but green "cloaths, or those entirely red, or any other striped cloaths, or tending "to dissoluteness, shall not at all be used."

Other contemporary rules were curious. "None of the brethren or "sisters shall stay out of the said hospital longer than the usual time "of ringing the fire bells belonging to the churches within the City of "London, for the covering up or putting out of the fires therein. And "also, that none of the brethren shall have any private interview or "discourse with any of the sisters of the said house, or any of the "other women within the said hospital, in any place that can possibly "beget or cause any suspicion or scandal to arise therefrom."

"If they find fault with the quality or quantity of food provided "by the master, after council held, they shall be curtailed of victuals "and drink, but not punished with stripes."

"the establishment was dissolved, and its large revenues "were taken possession of by the Crown." However this may be, by whatever means or methods, this little charity, stoutly championed and successfully defended, basks, at the present time, in the sun of queenly favour as gracious as that accorded to it nearly eight long centuries ago.

There is nothing in the architecture or outward adornment to attract the cultured eye. The interior of the chapel, of which AMBROSE POYNTER was the architect, is principally remarkable for a very bad organ and the very fine fifteenth-century monument erected to JOHN HOLLAND Duke of EXETER (ob. 1446), designed by him in his will for himself "with "ANNE my first wyff and with my sister CUSTANCE, and wit "my wyff ANNE yat now is."* The cost of removing this

* This Duke of EXETER appears to have been exorbitantly solicitous that the souls of himself and all and sundry his relatives, connections, and belongings should be sedulously prayed for. His will, exceedingly curious, but much too long to quote, is an incessant harping upon the same string. For example :—"Also y bequeth to the high auter of the "said Chirch [of Seynt Katryne] a cuppe of byroll, garneshed with gold, "perles, and precious stones, to put in the sacrament ; also a chalyce "of gold wit al the hoole appareill of my chappell, and of the same "stuffe and appareill y wol yat a chalyce, II basins, II candel stykkes "of sylver, with II peyre vestements, a masse book, a pax-bred, with "a peire cruettes of sylver, be delyvered to the little chappel where "y shal lye and my wyff, wit my suster, for the preestes yat shall synge "there, and pray for oure soules."

"Also y wol that IIII honest and cunning preests be ordeyned "yerly, perpetually to pray for my soule in the forsaid chappell, and for "the soule of ANNE my first wyffe, the soule of my suster CUSTAUNCE, "and for the soule of ANNE my wyffe yat now is, whan she passeth "oute of yis worlde, and for al the soules of my progenitours." He then charges his "feoffees" to "make an estate" out of his "manour "and lordship of Moche Gaddesden, in the county of Hertford," to provide a maintenance fund for the honest and cunning priests, their duties being recapitulated exactly in the language foregoing. The residue of the fund so created is disposed of in the following significant manner :—"And y wal yat the residew of the said manoir and lordship "yat remayneth over the sallary of the saide preests be ordeyned and "kept to make myn obite yerly therwith, and to distribute the same "tyme amongs pore men and women of the hous of Seynte Katryne, "in the remembrance of my soule, and of," &c., &c., &c.

memorial from the old riverside site is said to have been £1,000.

In these reforming days few settled institutions, whatever their claims for consideration, can hope to escape attack, and St. Katharine's has had its share of hostile, not to say virulent, criticism. By the measure of their works they stand or fall, and a charity which, amongst other great benevolences, gives a sound education to 60 children (36 boys and 24 girls), providing them at suitable ages with good situations, may fairly be held to render too good an account of itself to stand in very serious danger.*

Coming back to the Regent's Park generally, its progress was a slow, but steady triumph over dangers, difficulties, and delays, and when, in 1838, Londoners gradually realised that here it was, "finished" for them at last, their wonder and admiration knew no bounds. The remarks of writers of the period may certainly be termed appreciative. Mr. SMITH, the soberminded historiographer of Marylebone, grows enthusiastic. "York Terrace," he says, "is a splendid "row of princely mansions." Marylebone Church is seen through "two rows of splendid mansions." Cornwall Terrace is "remarkable for regular beauty," and Clarence Terrace "a pleasing specimen of architectural elegance." The prospect from an adjoining acclivity proves almost too much for him. He has even to borrow his eloquence. "The "splendid architectural view from the summit of Primrose "Hill," he exclaims, "is of a most imposing character, the "beautiful landscape and water, the splendid palatial terraces which surround the park, the gothic spires of St. Catharine's Chapel, and the capacious dome of the Colos-

* The master's house, a handsome structure situated across the road, opposite the chapel, with fine garden, grounds, and surroundings cut out of the very heart of the park, has been so called, of late years, on the principle of *lucus à non lucendo*. As far as living accommodation goes, the master has to shift for himself as best he can.

“seum, to use the language of a late celebrated writer,
 “ ‘delight our eyes, and appeal forcibly to our understand-
 “ ings ; compelling us to exclaim, that London ought not to
 “ be inferior to Rome in any of these marks of her greatness.
 “ Greater far is our metropolis than that boasted city, both in
 “ the virtue and the opulence of its inhabitants ; in virtue
 “ more transcendent, from a sublime religion, and in opulence
 “ more pre-eminent, because its riches are derived from
 “ industry and commerce, and not from the plunder of the
 “ world.’ ”

If virtue be deducible, as these “late celebrated writers” seem to imply from the taste shown in the splendid architecture of the Regent’s Park, one wonders in what terms they would have characterised the moral excellences of the builders of Grosvenor Place and South Kensington.

Mr. ELMES, the architect, was of opinion that the visitor “may rove delighted from earth to heaven, from heaven to earth, in perpetual transport at this scene of ever-varying delight.”

A. SLIDELL MACKENZIE, author of the ingenious and diverting “American in London” (1848), appears to have been taken quite by surprise at the variety of attractions offered. He speaks of “a succession of stately edifices, “grouped together so as to produce the effect of a series of “magnificent palaces, each forming by itself an elegant and “harmonious whole ;” and the park, he says, is “laid out in “the happiest taste of an art which is essentially English.”

Foreigners are not always the most friendly critics, but here they vied with our own countrymen in extolling the newly-found treasure. LOUIS NAPOLEON is said to have ordered the park to be taken for a model, as far as possible, in enlarging the Bois de Boulogne. The elegant Viscomte d’ARLINGTON, in his account of a visit to England in 1844, writes :—“The Regent’s Park above all is a scene of en-

“chantment, where we might fancy ourselves surrounded by the quiet charms of a smiling landscape, or in the delightful garden of a magnificent country-house, if we did not see on every side a countless number of mansions, adorned with colonnades, porticos, pediments, and statues, which transport us back to London; but London is not here, as it is on the banks of the Thames, the gloomy commercial city. Its appearance has entirely changed. Purified from its smoke and dirt, and decked with costly splendour, it has become the perfumed abode of the aristocracy. No artisans’ dwellings are to be seen here: nothing less than the habitations of princes.”

But it is not to be supposed that the public voice was unanimous in its praise. Capable critics were heard to declare that the architecture, though, as a whole, effective and imposing, was none the less *bizarre*, heavy and obstructive. Experience proved that interior comfort was to a great extent sacrificed to outside show, and that so much attention had been lavished on pillars and pediments, and ornamental cornices, that little was left for such minor matters as inside light, air, and space. It calls to mind THACKERAY’S Mr. YELLOWPLUSH’S criticism on BULWER LYTTON’S “Rightful Heir”—the “Barnet” had been in such a dreadful hurry to write beautiful poetry that he had actually forgotten to put in the sense.

Then, again, as regards living accommodation, the comfort of the sleeping-apartments was thought quite secondary to the grandeur of the reception-rooms. Bath-rooms were undreamt of. The necessary sanitary appliances were invariably planted in the centre of the bedroom system, in a close closet, devoid of light or air or ventilation. This arrangement gave noxious gases their only outlet through the various sleeping-chambers or a chance skylight in the roof. Mr. NASH’S extravagant fondness for stucco did not secure the approval

of all good judges. So grave an authority as the *Quarterly Review* (June 1826) expressed its feelings as follows:—

AUGUSTUS at Rome was for building renown'd,
And of marble he left what of brick he had found ;
But is not our NASH, too, a very great master ?
He finds us all brick, and he leaves us all plaster.

There is, however, the other side to the picture. None of these drawbacks, grave though they were, was found to be insurmountable. In the course of years the vast majority of the dwellings have been adapted to meet the necessities imposed by modern and more scientific methods, the whole area has been drained on improved principles, and, probably, the Regent's Park can now boast houses that for comfort, convenience, and beauty of situation challenge comparison with any others distributed over a like area in the whole of London, while its exceptional healthiness is secured by the ever fresh and wholesome breezes drawn from the Hampstead and Highgate hills and valleys. Certain it is that, in spite of shortening terms of years and ever-increasing competition, the premiums paid for the acquisition of leases held at rack-rentals conclusively prove in how high estimation the neighbourhood is held.

The Regent's Park of to-day does not come within the scope of this Paper. It stands to give evidence for itself of its attractions and its usefulness. Mr. JOHN NASH needs no prouder epitaph than that inscribed, in the midst of the grandeur of his own creating, in memory of the illustrious architect of St. Paul's Cathedral, "Si monumentum quæris, circumspecte."

A passing reference must be made to one or two subjects of interest, important in their time, that have already passed away.

The Truschesian Gallery, exhibited in 1804 in a building erected on the site of Park Square, comprised a collection

of pictures, reckoned, by many judges, not to be exceeded in importance by any in Europe. They were the property of JOSEPH Count TRUSCHESS, ruined by the French Revolution, and were brought over here by subscription, in the hope that they would be purchased by the nation. But the nation had in this case a fortunate escape, for many of them were found to be more or less indifferent copies of old masters, and they were subsequently dispersed by public auction.

The Diorama in Park Square East, converted into a chapel by Mr. JOHN THOMAS,* will be remembered by many as an exhibition of interest, but its glories were overshadowed by those of the Colosseum, which existed, though during its last years in a state of disuse and decay, until a very short time ago. This was long looked upon as amongst the marvels of the day and the chief attractions of the town. The building was designed by Mr. DECIMUS BURTON, and formed a polygon of sixteen sides, 130 feet in diameter. The grand Græco-Doric portico and conspicuous dome gave it a character unique in the Metropolis. Mr. HORNER, the artist, long exhibited there his birdseye panoramic view of London, rendered with marvellously striking effect. His sketches were made from the "crow's-nest," erected for the Ordnance Survey of England, above the ball and cross at the summit of St. Paul's Cathedral. The Cyclorama, a smaller building directly in the rear, was also devoted to panoramas and other similar entertainments. This site is now occupied by a block of houses fronting Albany Street, called Colosseum Terrace, whilst the site of the Colosseum is taken up by the terrace of houses known as Cambridge Gate, fronting the park.

* THOMAS was accomplished not only as an architect but as a sculptor. To him we owe several of the statues in the Houses of Parliament, Somerleyton, built for Sir S. M. PETO, the Queen's Dairy at Frogmore, the terraces and fountains at the head of the Serpentine, &c., &c.

The Zoological* and Botanical Gardens, with their special varied attractions, the Toxophilite Society's grounds, the rich profusion of carefully-tended flowers and shrubs, the manifold gifts of bounteous nature (as, for example, the marvellous wealth of may-blossom that every spring makes the northern boundaries an ever new wonder and delight) are all in evidence to speak for themselves, and must not detain us here.

One word upon the vexed question of the admission of the public. From the time, which many can still remember, when there were no means of access to the interior, even to the Broad Walk, except by special permission, down to the present, when nearly the whole of the park lands are open for the public enjoyment, the Crown will be found to have marched with the spirit of the age. An example may be quoted from the eighteenth Report of the Commissioners (June 18th, 1841), referring to the throwing open of the whole of the Primrose Hill Park, and about one-fourth (being the upper central portion) of the entire present area of the

* The Zoological Gardens, apart from their scientific aspect, have always been amongst the most deservedly popular of all Metropolitan amusements. The Society was established in 1826, Sir STAMFORD RAFFLES (whose bust adorns the Lion House), Sir HUMPHRY DAVY, Lord DARNLEY, and other well-known public men, giving it their warm support. During the same year Government allowed a grant of seventeen acres (subsequently enlarged), forming the nucleus of their present habitat in the park, and the grounds, inclosures, and buildings were directed by DECIMUS BURTON. The gardens were opened to the public in 1828.

The Regent's Canal, City, and Docks Railway, now about to be constructed, promises not only to be an immense boon as a connecting-link of the highest importance, both for passengers and goods traffic, ranging from the extreme east to the extreme west of the Metropolis, but in itself a positive attraction to the park. The railway will exactly follow the course of the canal on its north side, and, according to the present approved scheme, will be constructed at a low level, with a handsome arcaded enclosure, surmounted by a tastefully-designed terrace, which, as a promenade and playground, will probably be unsurpassed in the whole of London.

Regent's Park. "In consequence of the great resort to the
 " Regent's Park since the eastern portion was opened for
 " general admission, and of proceedings in Parliament during
 " the present session for further opening that park, arrange-
 " ments are now in progress for the purpose, to as great an
 " extent as upon ~~very~~ full consideration is deemed to be
 " compatible with the protection and enjoyment of the
 " property by individuals who have largely embarked capital
 " in erecting houses upon that part of the Crown estate.

" A plan, explanatory of what is intended, is annexed to
 " this Report, and we have great satisfaction in being able to
 " add that the means of public recreation and exercise will
 " be further extended in this quarter by the acquisition of
 " that portion of Primrose Hill, delineated on the same plan,
 " for the purchase of which we have, under sanction of the
 " Treasury, agreed with the provost and fellows of Eton
 " College, and the trustees of Lord SOUTHAMPTON respectively ;
 " and we are now considering the best means of making a
 " direct communication between that property and the
 " Regent's Park, to which, as will be seen by the plan, it
 " immediately adjoins."

The same Report contains details of improvements, &c.,
 to St. James, Hyde, and Green Parks, and Kensington
 Gardens. It also refers to the acquisition of the site of
 Victoria Park. This area, of about 290 acres, though
 situate in the poorest part of London, cost, with the laying
 out, &c., no less a sum than £131,048 0s. 6d.

It will be remembered that, as late as 1835, fourteen acres of
 the greatly-diminished, hitherto-reserved Regent's Park lands
 were thrown open to the public. Loud were the protestations
 of owners and leaseholders, who affirmed that the reservation
 of the ground for private use, being immediately in front of
 terrace-dwellings, and around villas, was an element of
 value, and that there was an implied and recognised, if

not expressed, contract by the Crown for its reservation until the expiration of the ground-leases. This is a view which certainly appeals to justice and common sense, and was strongly supported by the Crown authorities, whose previous record of liberality and concession might surely have stood them in good stead. They championed the cause of the leaseholders, who looked to them for protection and a maintenance of just rights rather than of private, personal, rights which, perhaps, they might have justly claimed. Their opponents went upon the cry of "people's rights," and won.

The future of the park will soon engage attention. The leases expire in about thirty years, when it will again come into the hands of the Crown to be dealt with as a whole. Some of the present younger Members of this Institution will have to take the work in hand. With an added generation's wisdom and experience, they will doubtless be found worthy of their trust, and future Londoners are to be envied; but we of the present can meanwhile rest well content with the Crown Estate of the Regent's Park as a dispenser of health, a means of enjoyment, and a beautiful ornament to this wonderful London of ours.

PRINCIPAL AUTHORITIES CONSULTED.

- Domesday Book.
- The Reports of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues.
- The Regent's Park Acts.
- Smith's History of the Parish of St. Marylebone, 1833.
- Elmes' Metropolitan Improvements, 1827.
- Lyson's Environs of London.
- Thornbury's Old and New London.
- Walford's History of London.
- White's (Jno.) Some Account of the Proposed Improvements of the Western Part of London, 1815.

King's Library (British Museum), King's Maps.
 Smith's, J. T., A Book for a Rainy Day.
 Marylebone Park Farm : A Plan of an Estate, &c.
 Nicholl's History of St. Katharine.
 Hansard's Parliamentary Debates.
 The *Times* and other newspapers.

APPENDIX.

The following is the preamble to Mr. NASH's report, and is worth quoting, as giving in detail the instructions, and therefore the views, of the Lords Commissioners (Lord GLENBERVIE, Mr. W. D. ADAMS, and Mr. HENRY DAWKINS) :—

My Lord and Gentlemen,

I am honoured with your commands (as one of the architects and surveyors to the Department of Woods and Forests) to survey the Crown Lands of Mary-le-bone Park, and, after considering the several documents communicated to me, I am desired to report to you my opinion, first, as to what appears to me the most advantageous and eligible method of letting that property, for what term of years, and how subdivided, so as to produce the greatest present yearly rent, the progressive increase of that rent, and the largest permanent value to the Metropolis, and the health and convenience of the public; and I am desired to consider, in the event of recommending the formation of streets and squares, the general fall of the land from north to south, as facilitating the construction of sewers and drains, the nature of the soil for the purpose of making bricks, and of the means of an ample supply of water from the higher grounds; and having weighed all these circumstances, I am desired to accompany my report with a detailed plan, and full explanations of the distribution of the ground, so as to unite the objects of present and growing improvement in point of revenue, with the advantages of forming a handsome, elegant, and commodious addition to the Metropolis of the Empire, such as the peculiarly fortunate exposure of the ground seems naturally to suggest; and which may with propriety be expected on such an appropriation of property belonging to HIS MAJESTY. I am further desired to consider the subject as connected with the measure of a new convenient communication by means of a broad street in a direct line from about Charing Cross to the southern boundary of the estate in question; and I am desired to suggest such plan or plans as shall seem to me most eligible and most practicable for opening such a communication, together with an estimate of the expense of making it in the first instance, and the manner in which such expense might in the whole, or in part, be afterwards made good to the public; and I am also

desired to consider the subject on the supposition that forming such a communication may not for the present be found practicable or expedient. I am further desired to procure information, and state the methods which have been pursued with regard to improvements of a like nature by the Dukes of BEDFORD and PORTLAND, Lord CAMDEN, Lord SOUTHAMPTON, Mr. PORTMAN, and others, on whose adjoining property extensive streets and squares have been recently formed; and in the great additions, made forty years ago, to the city of Edinburgh; and, at a more recent period, to the city of Bath. I am also desired "particularly to attend to the improvements already made, " and in contemplation, on the adjoining estates of Lord SOUTHAMPTON " and Mr. PORTMAN; and to concert measures with them, if I should " think a more advantageous plan could be formed by so doing." Also "to consider, on the supposition that the northern part of " Mary-le-bone Park may be situated at too great a distance from " the present boundary of the town to render it probable that " streets and squares, and dwelling-houses, for a considerable length " of time, could be established there, whether it might not be an " advantageous and probable mode of laying out some of that portion " of the estate to divide it into small allotments of from five to ten " acres each, and let them for the purpose of forming villas for such " individuals as might be disposed to undertake them, to be resumable " as opportunities might occur of extending the projected streets, &c., " over the whole or part of that portion of the estate; and whether " such portions of the estate as might not be suitable for such villas " might not be planted with timber, which, till it had grown to " maturity, might be so disposed as to shelter the neighbouring streets " and buildings from the north and north-east winds; and, lastly, I " am desired to give particular attention to the suggestions of the late " Mr. FORDYCE on this subject, in his correspondence with the " Treasury, and Reports to Parliament, and their Appendixes."

Mr. ARTHUR CATES (Fellow) had much pleasure in moving a vote of thanks to Mr. SIMMS for his very interesting Paper. It was a somewhat new but a very happy departure from the style of Paper usually read in that room, and he hoped that other members would follow up the idea by dealing with other great estates in a manner equally instructive and interesting. The author had confined himself mainly to the park itself, but he had touched, in his extracts from Mr. NASH's report, on the idea which influenced that eminent man in his design in laying out the park estate—namely, to make it a city complete in itself. The mass of houses comprised in

Osnaburgh Street and the immediate neighbourhood east of the park showed that Mr. NASH intended every class of buildings, from the palace to the cottage, to be represented, and every class of inhabitants to be provided for within the circuit of the estate. His idea was that it should have its own markets, and that supplies should be brought in by the Regent's Canal from the North, thus making his city self-supporting. The idea of laying out the park so as to make it a pleasure for the enjoyment of the inhabitants was also a very happy one. The Crown had made a very great sacrifice in dealing as they had done with their estate, but the Treasury Authorities of later days had exercised a very wise discretion in limiting the extent of building and preserving the beautiful northern margin in a state of nature, and it would be a happy thing if other open spaces in the north of London could be similarly saved from the ravages of the builder. Nor was this the only case in which the Crown had made great sacrifices for the benefit of the people. What would be the state of London at the present time if the Crown had not sacrificed property for the construction of Regent's Park, Regent Street, Waterloo Place, Pall Mall East, West Strand, and other new thoroughfares?

It must be remembered that these improvements were effected at a time when London possessed no central authority, but was divided up under the control of vestries, each looking after its own interests, and if the Crown had not made the large contributions to public objects which enabled NASH to carry out his designs, the condition of London would have been deplorable. It should also be noted that Victoria Park was acquired out of Crown funds. The liberal manner in which certain great landowners, such as the Duke of BEDFORD, the Duke of PORTLAND, and the Duke of WESTMINSTER, had dealt with their property in other parts of the Metropolis ought not to be forgotten by the

residents of London, who were indebted to them for many of the open spaces they enjoyed.

He regretted that Mr. SIMMS had not furnished a little more information as to what he might call the vicissitudes of property in the Regent's Park. Information as to the varying prices and premiums paid at different times in respect of the same houses would be exceedingly interesting and valuable, and if some enterprising Members who happened to have access to the details of these and other transactions of the kind could, without disclosing the interests of clients, draw up a record showing how the value of identical property had varied it would form a very useful addition to the Institution collections.

The Paper itself was not perhaps susceptible of much discussion, but it opened the door to the discussion of the question of dealing with uncovered land and building estates in the vicinity of great towns, and of the means of securing that all freeholders, whether great or small, should have regard to the considerations by which the Crown had been governed in dealing with this great estate in such a manner as to make it one of the principal ornaments of the Metropolis. Should not those proposing to cover their land with serried rows of houses, using it with a view to the utmost gain to themselves, be made to understand that they must sacrifice some portion of their contemplated gain by setting apart a reasonable portion of the surface for the recreation and enjoyment of those who were to inhabit the houses they proposed to erect, thus advancing the well-being of the community without any serious sacrifice of proprietary rights?

Mr. D. WATNEY (Fellow) had great pleasure in seconding the vote of thanks to Mr. SIMMS. He thought everyone would agree that he had succeeded in producing a very

interesting Paper out of very unpromising materials. Until he listened to the glowing descriptions contained in the Paper he had no idea that the Elysian fields were so close at hand.

As Mr. CATES had said, the preservation of open spaces and the laying-out of large estates was a subject of great importance, and one well worthy of discussion in that room.

Mr. W. WOODWARD (Professional Associate) had listened to the Paper with the utmost interest, and agreed with the previous speakers in their opinion that the author had been most happy in his attempt to invest an intrinsically dull subject with freshness and interest. He regarded the laying-out of the park as a decided success, and thought that its architecture compared most favourably with the domestic architecture of the present day. It seemed to him to possess all the elements of grandeur and variety, combined with harmony and unity. It was worthy of note that Cornwall Terrace, which contained a length of over 500 feet, was erected within the course of two years.

It had been observed that one should never prophesy till one knew ; but he ventured to predict that 50 years hence the so-called Queen Anne architecture of the day would be regarded with a good deal less favour than the architecture of Mr. NASH, in spite of his choice of stucco.

The Rev. J. JOHNSTON (Visitor) being called upon by the Chairman, said that he ventured, as the author of a little brochure on Parks and Playgrounds, which had been favourably received, to call attention to the importance of open spaces where the populations of our towns (which were constantly being augmented by immigration from the country) could keep up those ancestral games to which so much both of the physical and the moral characteristics of the people

was attributable. He believed that England owed much of her supremacy in the world to outdoor manly sports, and the preservation of open spaces for the purpose was consequently essential to a continuance of the well-being of the nation.

He had maintained, in the publication to which he had referred, that, in laying out land for buildings, in rising towns or suburbs, there should be space for recreation within a mile of every inhabitant. He was disposed to go even further, and urge that there should be some open space for the purpose within half a mile of each inhabitant ; for people would not go a mile or two for recreation with that frequency needed to develop muscle, and those healthy habits fostered by outdoor sports.

Those who laid out land for houses were compelled to provide roads wide enough for the purposes of commerce, and he held that the reservation of open spaces in the interest of the moral and physical welfare of the population was quite as important as providing highways of suitable width for commercial purposes.

In laying out large spaces for the erection of houses, seeing that the builder was to gain advantages from selling his land at a higher rate than that at which he procured it, he maintained it would be legitimate to require him to set apart a certain proportion of the estate for recreative purposes. Nor would there be any real hardship in such a requirement if it were once the established rule, for all would be put on the same footing, and the value of the land so far reduced would be proportionally increased. Where the builder was dealing with a small piece of land, he should be required to pay a fine proportional to the size of the estate. It was impossible on the present occasion to go into details, but he hoped the younger members of this Institution, in whose hands the future lay, would give their minds to the

question in the far-sighted manner which inspired Dr. FORDYCE in setting apart Regent's Park as an open space, which had proved such a boon to succeeding generations of Londoners.

At the present time there were three agencies at work in this direction. Much had been done by men like HUNTER, SHAW-LEFEVRE, and others, to preserve large open spaces, such as parks and commons. Then Lord BRABAZON was doing good service in rescuing other spaces wherever he could lay his hand on them; and lastly, the Kyrle Society was doing what it could in the way of pleasing the eye and cultivating the taste by decorating buildings in poor neighbourhoods. But what was wanted was some general scheme by means of which ground for purposes of recreation should be provided within half a mile or a mile of every inhabitant before the land was monopolised by buildings, when it would for ever be impossible.

Mr. R. C. DRIVER (Vice-President) observed that the Act for making Regent's Park was passed in the year 1812, the Jubilee year of GEORGE III. The Crown paid the entire expenses out of the sale of its own property, his grandfather, with two sons (his predecessors in business), being selected to sell large estates for the purpose of forming and planting, &c., Regent's Park and its approaches, including Regent Street. He mentioned these circumstances by way of supplementing the interesting history of the park with which the Institution had been favoured by Mr. SIMMS. By way of bringing down the story somewhat later, he might mention that in the year 1826 or 1827 (when 10 or 11 years old) he remembered being taken to see Regent Street lighted with gas, and recollected the prophecy that in all probability it would thereby be blown up before the next morning. The last speaker had omitted to mention the

noble act of the Corporation of the City of London in purchasing, out of their own funds, the forest of Epping, for the benefit of the public, at a cost, out of its own exchequer, of about a quarter of a million pounds. The same body had also bought that lovely and picturesque tract of land near Slough known as Burnham Beeches, also out of their own exchequer. These were services which entitled the Corporation of London to the lasting gratitude of the people, and should be remembered to its credit when endeavours were being made to bring it into discredit by enemies of the Corporation.

In conclusion, he might point out that, in the event of the Bills referred to the Town Holdings Committee, entitling persons to buy up their ground-rents, becoming law, there would be an end to the dedication of great spaces to public purposes.

Mr. SIMMS, in reply to the observations on his Paper, said that Mr. CATES had stated truly that it was rather a new departure, and he confessed to a little uncertainty as to the way in which it would be received after the many learned Papers which he had listened to in that room.

However, all his doubts had been dissipated by the kind reception his Paper had met with, and for which he sincerely thanked the Members. He did not think any questions had been raised which he need touch upon, and he would therefore come at once to the grateful duty of thanking those gentlemen who had helped him in the compilation of his Paper. Mr. CATES had not only helped him in all the matters which he had referred to him but had volunteered assistance, as had Mr. WOODWARD also. Mr. JAMES BLYTH, of Park Terrace, had lent him several works of reference. He was under great obligation also to the Rev. JAMES ST. JOHN BLUNT, Master of the Hospital of St. Katharine, and

to Mr. HENRY MAYHEW, of the British Museum, who had greatly assisted him in his search amongst the stores of that great institution.

The vote of thanks having been put and carried unanimously, the Meeting then adjourned.

THE ANNUAL GENERAL MEETING,

Monday, June 6th, 1887.

WILLIAM JAMES BEADEL, M.P. (PRESIDENT) in the Chair.

Messrs. G. J. BROWN and J. LUCAS having been requested to act as Scrutineers of the ballot for the Election of Council, the balloting list submitted by the Council in accordance with the By-Laws and the record of attendance of the Members of Council were read, and the ballot declared open.

The Report of the Council on the state of the Institution and the Statement of Receipts and Expenditure for the year 1886 were read.

RESOLVED—"That the Report of the Council and the Balance Sheet be received and approved, and be printed and circulated with the 'Transactions.'"

RESOLVED—"That the thanks of the Institution be given to Messrs. A. GARRARD and G. TAYLOR for the efficient performance of their duties as Auditors, and that they be requested to continue their services for the ensuing year."

RESOLVED—"That the thanks of the Institution are due and be given to the President, the Vice-Presidents, and the other Members and Associates of Council, for the able manner in which they have administered the affairs of the Institution."

RESOLVED—"That the thanks of the Institution be given to Mr. JOHN WORNHAM PENFOLD (the Honorary Secretary), to Mr. JULIAN C. ROGERS (the Secretary), and other officers of the Institution, for the able manner in which they have executed their several duties."

THE PRESIDENT presented the following Prizes won by Candidates in the Professional Examinations 1887 :—

THE INSTITUTION PRIZE OF £15 15s.

To HARRY MARSHALL JONAS, placed first in the Students' Proficiency Examination 1887.

THE SPECIAL PRIZE OF £10 10s.

To WILLIAM DEARLOVE PHILLIPS, placed second in the Students' Proficiency Examination 1887.

THE DRIVER PRIZE OF £15 15s.

To JOHN JAMES DONE, placed first in the Examination (1887) for Non-Student Candidates for the Class of Professional Associates.

JUBILEE ADDRESS.

The following Address to Her Majesty was approved by the Meeting and sealed with the Common Seal of the Corporation :—

To the Queen's Most Excellent Majesty.

The humble, loyal, and dutiful Address of the President, Vice-Presidents, Council, and Members of The Surveyors' Institution, Incorporated by Royal Charter.

We, your Majesty's most loyal and dutiful subjects, the

President, Vice-Presidents, Council, and Members of The Surveyors' Institution, venture to approach your Majesty with expressions of loyal attachment to your Person and Dynasty.

There are no subjects in your Majesty's dominions more loyal and devoted than the Surveyors of the United Kingdom, for none are more identified with those great interests of property which rest for their security on just, wise, and equal laws, and upon that respect for ancient rights and constitutional usages which your Majesty has exhibited beyond the most illustrious of your predecessors.

We, therefore, pray that Almighty God, who during fifty years has, in the person of your gracious Majesty, blessed this nation with an example of all that is most worthy to be followed in public and in private life, may preserve your Majesty for many years to reign over a happy, a contented, and a law-abiding people.

The Common Seal of The Surveyors'
Institution, affixed this 6th day of
June, 1887, in the presence of
WILLIAM J. BEADEL,
President.



The ballot having been closed, the Scrutineers reported that the following gentlemen had been elected as

COUNCIL FOR THE ENSUING YEAR.

President.

WILLIAM JAMES BEADEL, M.P.

Vice-Presidents.

ELIAS PITTS SQUAREY

ROBERT COLLIER DRIVER

FRANCIS VIGERS

CHARLES JOHN SHOPPEE

Members of Council.

THOMAS CHATFIELD CLARKE	ALEXANDER MILNE DUNLOP
DANIEL WATNEY	CHRISTOPHER OAKLEY
JAMES MARTIN	ROBERT VIGERS
HENRY JAMES CASTLE	THOMAS MILLER RICKMAN
ROBERT LAKE COBB	ROBERT GEORGE CLUTTON
JOHN SHAW	

Professional Associate of Council.

EDWARD SMYTH

Associates of Council.

JOHN WOLFE BARRY

SIR RICHARD EVERARD WEBSTER, Q.C., M.P.

RESOLVED—"That the thanks of the Meeting be given to Messrs. G. J. BROWN and J. LUCAS for their services as Scrutineers."

A vote of thanks to THE PRESIDENT for his conduct in the Chair having been passed unanimously, the Meeting separated.

THE NINETEENTH ANNUAL REPORT OF THE COUNCIL.

Annual General Meeting, June 6th, 1887.

The steady progress which has so happily characterised the career of the Institution from its earliest days has never been more apparent than during the past year.

There have been elected during the last 12 months 1 Honorary Member, 32 Fellows, 31 Professional Associates, 7 Associates, and 40 Students, or 111 in all; from which have to be deducted 1 Honorary Member, 8 Fellows, 2 Professional Associates, and 1 Associate who have died; 3 Fellows, 2 Professional Associates, and 1 Associate who have ceased to be Members, and 12 Students who have passed out of the class by effluxion of time, leaving, as shown by the subjoined statement, a net increase of 81 of all classes since the date of the last Report:—

	Hon. Members.	Fellows.	Professional Associates.	Associates.	Students.	Totals.
May 1887.	16	725	339	89	108	1,277
May 1886.	16	700	316	84	80	1,196
	—	—	—	—	—	—
		25	23	5	28	81

It is gratifying to observe that out of the 111 of all classes enrolled during the year, upwards of 70 are a direct result of the system of Professional Examinations.

The Accounts for the year 1886 call for brief comment only. Against some increase of Revenue from Subscriptions

must be set a falling-off in the fees derived from the Arbitration Rooms—a source of income which necessarily fluctuates with the general prosperity of the country. The somewhat enlarged Expenditure is due, primarily, to the new publication, “Professional Notes,” but also, in some degree, to the increased cost of postage and to the additional establishment-charges incidental to the large increase of Members during recent years. Nevertheless, it will be seen that the Institution is living well within its means, and that an addition has been made out of the year’s receipts to the Corporation investments.

The Balance Sheet for the year ending the 31st December, 1886, shows the following results:—

RECEIPTS.			EXPENDITURE.		
	£	s. d.		£	s. d.
Total Revenue . . .	3,659	9 5	Total Payments out of		
Revenue Balance in			Revenue—Current		
hand, January 1st,			Expenses . . .	3,355	9 0
1886.	37	9 9	Examinations . . .	100	17 4
Entrance Fees car-			Revenue Balance in		
ried to Capital Ac-			hand, December		
count	225	15 0	31st, 1886	240	12 10
Interest	8	16 4	Total Payments out		
Transferred from Re-			of Capital—Furni-		
venue	1,000	0 0	ture and Fittings .	30	0 0
Capital Balance in			Investments	1,000	0 0
hand, January 1st,			Capital Balance in		
1886.	138	2 9	hand, December		
			31st, 1886	324	14 1
	<u>£5,069</u>	<u>13 3</u>		<u>£5,069</u>	<u>13 3</u>

The Institution investments stood at Christmas 1886 as follows, viz.:—£2,541 9s. 6d., Consols, on Revenue Account; £7,471 4s. 10d., New 2½ per Cents., on Capital Account; £539 11s. 2d., on Library Account; and £228, North British Railway Preference Stock, on account of the Crawter Bequest.

A summary of the Receipts and Expenditure for the year 1887, up to the present date, shows the following results:—

The success which has attended the system of Examinations may fairly be called remarkable. The number of Candidates has been larger each successive year, as will be seen by the subjoined statistics. It is satisfactory to note that the increase has been perfectly spontaneous, the conditions of candidature being designed to limit rather than augment the number offering themselves for Examination.

The following Table shows the results of the Examinations for the seven years since their establishment :—

Year.	Preliminary Examination.		Professional Examinations.	
	Candidates.	Passed.	Candidates.	Passed.
1881	13	6	2	1
1882	30	17	0	—
1883	44	22	25	22
1884	51	30	36	23
1885	46	37	43	31
1886	46	34	56	38
1887	53	39	58	45
Totals	283	185	220	160

The standard reached by the Candidates in the recent Professional Examinations was, on the whole, distinctly higher than on any previous occasion. An analysis of the results shows that the 58 Candidates of all classes obtained among them upwards of 61 per cent. of the possible marks.

Separating the different classes, it is found that the Student Candidates for the Associateship obtained 12,925 out of 20,000 possible marks, or 64·62 per cent.; the non-Student Candidates for the Associateship 22,021 out of a possible 37,200, or 59·19 per cent.; and the Fellowship Candidates 4,404 out of a possible 7,000, or 62·91 per cent. Grouping the Candidates under the three principal branches

of practice, the Land-Agency Candidates obtained 15,698 out of a possible 24,600, or 63·81 per cent.; the Valuation Candidates 12,985 out of a possible 21,000, or 61·83 per cent.; and the Building Candidates 10,667 out of a possible 18,600, or 57·34 per cent.

The highest marks obtained by any Student Candidate were 777 out of a possible 1,000; by any non-Student Candidate 959 out of a possible 1,200; and by any Fellowship Candidate 720 out of a possible 1,000. The three prizes were all obtained by Candidates in the Land-Agency Section with a united aggregate of 2,456 out of a possible total of 3,200, or 76·75 per cent. of the possible marks. Finally, it may be noted that out of a total of 39,350 marks earned in all subjects, 10,093 were earned in the Law subjects, and 29,257 in the more strictly professional subjects.

The Council have again to tender their cordial thanks to those Members of the Institution—eminent Members of the Bar, and others—who have given so much time and labour to the work of the Examinations.

The Council have lost a most valued colleague, and the profession one of its most able members, by the death of Mr. THOMAS HUSKINSON (Past-President), who not only during his term of office, but both before and since, placed his great talents and the weight of his professional experience at the service of the Institution. An endeavour has been made in the Appendix to the present Volume to place on record some of the facts of Mr. HUSKINSON'S career, but no memoir can reflect those qualities for which he will be best remembered by a large number of friends, and most of all by the colleagues with whom he worked for so many years on the Council of the Institution.

The death of Mr. WILLIAM FOWLER, who has served on the Council since 1880, removes another well-known figure from

our midst, and his loss will be sincerely lamented by all who knew him.

Among others whose deaths are recorded in the Obituary are MONS. FRANCOIS ETIENNE LEFEVRE, one of the Honorary Members of the Institution, the Founder and Past-President of the Société des Géomètres, and one of the leading Surveyors of France. Many of the Members will have personal pleasant recollections of M. LEFEVRE during his visit to London seven years ago.

The Council also desire to record their regret at the death of Mr. GEORGE VULLIAMY, the Superintending Architect of the Metropolitan Board of Works, who distinguished himself in his official position by kindly and courteous relations with his professional brethren.

The first volume of the "Professional Notes" is now in the hands of Members, who will be able to judge of its practical usefulness as a supplement to the "Transactions."

In their last Report the Council described the new publication as an experiment, adding that its success and continuance would depend upon the support it received from the Members. The results have been sufficiently encouraging to induce the Council to make the "Notes" a permanent publication, though they do not yet feel justified by the amount of material available, in undertaking to issue the "parts" at regular intervals.

The large attendance at the Ordinary General Meetings during the past Session is the best of all testimonies to the interest felt by the Members in the Papers read and the Discussions that have taken place during the Session. Two of the subjects dealt with—one of them, the "Tithe Question," and the other "Dilapidations"—have occupied, between them, seven Meetings, with the result that a large mass of valuable information on these subjects has been accumulated for the use of Members. It is noticeable that

two very useful Papers in the "Transactions" have been contributed by young Members who have previously distinguished themselves in the Professional Examinations.

The Council have appointed a Special Committee to examine and report on Parliamentary Bills likely to affect the interests with which Surveyors are concerned. Among the Bills reported on during the past year may be mentioned "The Leasehold Enfranchisement Bill," introduced by Colonel HUGHES, "The Agricultural Tenants' Relief Bill," introduced by Mr. SEALE HAYNE, and "The Copyhold Enfranchisement Bill," introduced into the House of Lords by Lord HOBHOUSE.

Steps were taken (not without success) on several occasions for calling the attention of Parliament to practical considerations apparently overlooked by the authors of some of the Bills dealt with by the Committee.

The Library has received a great many valuable additions during the year. Members who have not yet given a donation or presented a book to the Library are specially reminded of their undertaking to do so when elected. Members will be assisted in selecting works suitable for presentation by applying to the Secretary, who has been directed to keep a special list of books for the purpose.

In conclusion, the Council tender their cordial thanks to the Members for the loyal support they have received—a support which has greatly encouraged them in the discharge of duties which become, year by year, more arduous and responsible.

Dr.

STATEMENT OF RECEIPTS AND EXPENDITURE

				R E V E N U E		
				£	s.	d.
1886.				R E C E I P T S.		
				£	s.	d.
653	Fellows' Subscriptions for 1886, at £3 3s.	-	-	2,056	19	0
3	" " in advance for 1887, at £3 3s.	-	-	9	9	0
1	" " arrears at £3 3s.	-	-	3	8	0
2	" " " part paid	-	-	2	2	0
				2,071 13 0		
364	Professional Associates' and Associates' Subscriptions for 1886, at £2 2s.	-	-	764	8	0
8	Professional Associates' and Associates' Arrears at £2 2s.	-	-	16	16	0
				781 4 0		
83	Students' Subscriptions for 1886 at £1 1s.	-	-	87	3	0
				2,944 4 0		
Hire of Arbitration Rooms				-	-	-
Dividends				-	-	-
Cash at Bankers and in hands of Secretary, January 1st, 1886				-	-	-
				£3,688 13 0		
				C A P I T A L		
				£	s.	d.
22	New Fellows' Entrance Fees for 1886, at £5 5s.	-	-	115	10	0
9	Fellows' Entrance Fees, Balance on Transfer, at £2 2s.	-	-	18	18	0
				134 8 0		
29	New Professional Associates' and Associates' Entrance Fees for 1886, at £3 3s.	-	-	91	7	0
				225 15 0		
Interest on £228 North British Railway Preference Stock (Crawter Bequest)				-	-	-
Transferred from Revenue				-	-	-
Balance at Bankers, January 1st, 1886				-	-	-
				1,000 13 0		
				£1,877 15 0		
				L I B R A R Y		
				£	s.	d.
Donations to December 31st, 1886				-	-	-
Dividends				-	-	-
Balance at Bankers, January 1st, 1886				-	-	-
				11 11 0		
				£17 11 0		
				S		
				£	s.	d.
Revenue Account				-	-	-
Capital				-	-	-
Library				-	-	-
				3,690 17 0		
				£5,241 15 0		
				A S S E T S		
				£	s.	d.
Cash at Bankers and in hands of Secretary				-	-	-
Value of Furniture and Books				-	-	-
Investments—Consols				-	-	-
" New 2½ per Cents.				2,541	9	6
" Reduced 3 per Cents.				7,471	4	10
" North British Railway Preference Stock				589	11	2
				228	0	0
Subscriptions and Entrance Fees due, but unpaid at date				-	-	-
Fees for use of Rooms due, but unpaid at date				-	-	-
Value of Premises, No. 12, Great George Street				-	-	-
				10,780 17 0		
				173 8 0		
				83 0 0		
				6,000 0 0		

Cr.

£21,538 19 2

APPENDIX TO VOL. XIX.

Obituary.

THOMAS BROOK (Fellow), of Hartley, Kirkburton, near Huddersfield, was born in 1818, educated at a local school in Huddersfield, and subsequently articled to Mr. DINSLEY, a well-known Surveyor, who dying shortly afterwards, Mr. Brook completed his articles with the late Mr. CROWTHER. Mr. Brook was engaged as Engineer to the Leeds and Liverpool Canal until, about the year 1845, he became Surveyor to the Ramsden Estates, upon which a great portion of the town of Huddersfield has been built, being actively engaged in laying out the town, making streets, drains, roads, bridges, &c., until 1859, when he left the Estate-offices and commenced a general practice. In 1866 he took into partnership his nephew, Mr. JAMES BROOK. He subsequently devoted himself almost entirely to Arbitrations and Valuations, almost up to the time of his death, which occurred on 22nd December, 1886.

GEORGE CHAPMAN (Fellow) was born at Richmond, Surrey, in 1807. He was the fourth son of Mr. THOMAS CHAPMAN, of the firm of BLACK & CHAPMAN, Surveyors and Land-Agents, of Richmond and London. In this office he received his business training, and assisted his father (who was one of the Inclosure Commissioners and the Surveyor to the Richmond Railway) in the important and numerous

businesses in which he was engaged. After the death of his father, he became partner in the business with his eldest brother, Mr. THOMAS CHAPMAN, in conjunction with whom he carried out several important inclosures, the last being at Nazing, in Essex. He was also agent for various estates in the home and eastern counties. From the time of the retirement of his brother, about 1870, Mr. CHAPMAN carried on the business until the time of his death, which took place in June 1886, in his 79th year. He was the last member of the firm which had been originated by Mr. BLACK about the year 1770. In the latter years of his life he took much interest in the local affairs of the Parish of Mortlake, where he was long resident, especially in various schemes of drainage proposed for that and the adjoining districts, the maintenance of the highways and the regulation of building operations—matters in which his long and varied experience rendered his services of value. Notwithstanding his advanced age, he retained to within the last few months of his life a large share of bodily activity, and his clearness of mind, which was always conspicuous, was preserved to the end. A genial temper, and consideration for others, procured him the esteem of all who knew him. Mr. CHAPMAN was elected a Member of the Institution in 1868.

CHARLES COUCHMAN (Fellow), Senior partner in the firm of COUCHMAN and WILLMOTS, Birmingham, was born at Temple Balsall, in the county of Warwick, in 1815. He was educated at St. Paul's School, and at the age of 22 was appointed Bailiff to the Governors of Lady KATHERINE LEVESON's Hospital at Temple Balsall, in which office he succeeded his father and grandfather, and which was held in his family for an unbroken period of 125 years, until his death on the 8th of August, 1886.

He was in active practice until a short time before his

death. He was agent to many large landowners in the Midland Counties, a Director of LLOYDS, BARNETTS, and BOSANQUETS Bank, Limited, and a Magistrate for the borough of Birmingham.

WILLIAM FOWLER (Fellow) was the grandson of Mr. RICHARD FOWLER and son of Mr. WILLIAM FOWLER, of Birmingham, both eminent surveyors and land-agents in the Midland Counties, to whose business he succeeded on the death of the latter.

As a surveyor and agent Mr. FOWLER was largely employed by some of the largest landowners in the district, and he was also (in conjunction with his father) engaged to a great extent in the acquisition of land required from time to time for the purposes of the London and North Western and the Midland Railway systems. As an authority on all questions of assessment and rating Mr. FOWLER stood very high in his own neighbourhood. He served for many years as chairman of the Assessment Committee of the Aston Union, was consulted by the Corporation, and was frequently nominated as referee by the Board of Trade and other public bodies, besides acting as umpire in many important arbitrations, and still oftener as a witness before Parliamentary and other committees. In these capacities his great knowledge, based upon long experience and keen observation, gave a high value to his opinion, and his clearness of expression and remarkable felicity of illustration, together with his transparent fairness and honesty, gave great weight to his evidence as an expert witness. In conjunction with Mr. HENRY ROLFE, the engineer to the Birmingham Waterworks Company, and subsequently with Mr. J. W. GRAY, who succeeded Mr. ROLFE in that office, Mr. FOWLER acted as surveyor and professional adviser in the Parliamentary applications and the acquisition of sites for reservoirs and

works by that Company, and his valuations were largely relied on in the final purchases of the Company's property by the Birmingham Corporation.

In public life Mr. FOWLER took little share. He was a magistrate for the county of Warwick, an *ex-officio* member of the Board of Guardians, and an active participator in movements of a social, educational, and charitable kind in the country district in which he lived ; but he sought no office, and, though of strong Conservative opinions, took no prominent part in politics. Personally Mr. FOWLER was held in great esteem and regard by a large circle of friends, a tribute due to his eminent social qualities, his good nature, his literary acquirements, and the playful and kindly wit which enlivened his conversation on almost every subject.

Mr. FOWLER was elected a Member of the Institution in the year 1873, and a Member of the Council in May 1880, a position which he retained till his death. He exhibited at all times the greatest interest in its welfare, and, although precluded latterly by failing health and the pressure of business from taking an active part in the management of its affairs, he showed his desire to further its aims by his frequent contributions to the "Transactions" and "Professional Notes," the last of which, written shortly before his death, appears in the current number of the latter publication.

Mr. FOWLER was a weighty and incisive speaker, as will appear at once from the most cursory examination of his contributions to the discussions scattered over the last six volumes of the "Transactions," and as a writer possessed a style which faithfully reflected the clear and logical character of his mind. Only six days before his death he wrote referring to the ballot for the new Council, expressing a hope, in the event of his re-election, of taking a more active part in the business of the Institution.

Mr. FOWLER died very suddenly at Wood End, Erdington, on Friday, May 27th, in the 69th year of his age.

FRANCIS FULLER (Fellow) was born at Coulsdon, Surrey, in the year 1807, and died on May 27th, 1887, at his residence, St. Aubyns, West Brighton, after an illness of about five months. After being with his father (who was a land-agent and surveyor) for about six years, he commenced business for himself at Croydon about the year 1828, but not long afterwards disposed of that business, and removed to London. From the commencement of the development of railways, he was largely employed in purchasing land for various railway enterprises, and was for twenty-five years Surveyor to the London, Brighton, and South Coast Railway Company, largely assisting in the development of that undertaking. He acted also for some years as Surveyor to the Metropolitan District Railway. Not only in many parts of England, but also in Wales and Ireland he was engaged in various successful railway schemes. Among these may be mentioned the branch line from Caterham Junction to Caterham, which he promoted and constructed entirely at his own cost, and without the aid of an Act of Parliament. It is believed that this is the only instance of a railway so formed. This line he subsequently sold to the South Eastern Railway Company, to whom it still belongs. In the year 1849 Mr. FULLER, together with the late Mr. SCOTT RUSSELL, both at that time prominent members of the Royal Society of Arts, originated the idea of the Great Exhibition of 1851, and it was largely due to their united energy that this great International work was brought to so successful an issue. Mr. FULLER was the last survivor of the Executive Committee appointed to organise and carry out the details of this great work, becoming guarantee for a large sum towards the expenses of the undertaking. For his services on this

occasion he was offered, but declined, the honour of knighthood. He subsequently interested himself in the formation of the present Crystal Palace Company, purchased the land at Sydenham, and for some years, while still carrying on his private practice, ably filled the post of Managing Director, the Company, when he resigned, being in a most flourishing condition.

Mr. FULLER was one of the original Members of The Surveyors' Institution, and was, at the time of his death, almost, if not quite, the oldest member of the Profession.

For many years past he deeply interested himself in the education and elevation of the masses, and spent much time and money to this end. He retired from professional life about ten years ago, residing at Brighton up to the time of his death.

JOHN GREAVES (Fellow) carried on for many years an extensive business as a Land-Agent, Surveyor, and Valuer at Penistone. He was President of the Derbyshire, Yorkshire, and Nottinghamshire Tenantright Valuers' Association in 1885; and, as one of the Founders in 1854, and a Vice-President of the Penistone Agricultural Society, took great interest in all matters likely to benefit the agricultural classes. He had held the office of Guardian of the Poor and other public offices, and was, at the time of his death, one of the Churchwardens of the Parish. Mr. GREAVES was a Fellow of the Institution from February 1884 up to the time of his death.

THOMAS HUSKINSON (Past-President), one of the Founder-Members of the Institution, was born at East Bridgford, Nottinghamshire, and was educated at a private school at Newark-on-Trent. He was placed as a clerk at an early age in the office of Mr. ABBOT, of Lowdham,

where he obtained a thorough knowledge of the rudiments of his future profession. About the year 1840 he moved to Epperstone, six miles from Nottingham, going into occupation of a farm of 500 acres, a considerable portion of which he converted from wood into arable land—an operation which he described some years afterwards in a Paper reprinted in the 16th Volume of the “Journal of the Royal Agricultural Society of England.” This Paper is a first and a most characteristic specimen of those powers of orderly thought and clear expression which distinguished him through life. One sentence may be quoted from it displaying even in these early days his lifelong habit of drawing general conclusions from the facts that came under his notice. “I believe,” he says, “there are few cases in the “country where a pecuniary gain would not result from “converting woodland into tillage; and I think it may be “laid down as an axiom that where the stock of wood is “sufficient to pay the expenses of clearing, and the land “sufficiently fertile to be worth 20s. an acre for agricultural “purposes, there the growth of wood is a loss to the owner.”

In 1848 he accepted the agency of the estates of Mr. HENRY SHERBROOKE, of Oxtou Hall. The parish of Oxtou was being inclosed at the time, and how well he profited by this and other experiences of the kind is shown by his masterly sketch of the old common-field system in his first Opening Address as President of the Institution. From this point onwards his career was one unbroken success. His handsome person and frank and winning manners were ready passports to the good graces of all. His business rapidly extended. He became Agent to the late Lord OSSINGTON (then Mr. J. E. DENISON), who, writing in 1855, when President of the Royal Agricultural Society, speaks of his “good fortune” in securing the services of Mr. HUSKINSON as his Agent.

Among other agencies which he held at various times were those of the Duke of PORTLAND, Mr. SHERBROOKE, Mr. GILSTRAP, Major ROBERTSON, Lady OSSINGTON, Mr. J. C. MUSTERS, Captain DENISON, Col. SEELEY, the Hartopp Estates, and many others. The Nottingham Inclosure Act having been passed in 1848, Mr. HUSKINSON was elected in 1850 one of the Commissioners for inclosing the meadows and common fields, about 1,000 acres in extent, which surrounded the town in such a way as to strangle its growth, so that in some districts there were from 500 to 600 persons living upon a single acre of ground. The character of the opposition to the inclosure, which succeeded in delaying it for upwards of half a century, and the beneficial results which followed the liberation of the town from its unnatural barriers, are all described in the most graphic way in Mr. HUSKINSON's Presidential Address before the Institution in 1874. In 1853 he was appointed an Inspector under the Land Drainage Acts; an appointment for which his practical acquirements peculiarly fitted him. He was also Lord of the Manor of Epperstone, and a Magistrate for the county of Nottingham.

Mr. HUSKINSON was from the first in hearty sympathy with the movement for establishing the Institution. Like every true learner, his thirst for knowledge was equalled by his desire to place his acquisitions at the service of others, and he recognised in the Institution a valuable means of intercommunication for a profession the members of which were more than ordinarily isolated from one another.

When in January 1871 the late lamented Mr. E. J. SMITH read his brilliant Paper on "Land" Mr. HUSKINSON opened the main discussion in a speech of remarkable power, displaying a very profound and varied knowledge of the history of the land question both in England and abroad, and a thorough mastery of the relations borne by distribution

of ownership to productive capacity. These were the days when the revenue of the country was "advancing by leaps and bounds." The clouds had not yet gathered on the agricultural horizon. Wheat was at 57s. a quarter, and he was able to point his speech with allusions to the improved condition of every class concerned in the cultivation of the land, and to declare that "there was no country in the " world producing from the same area the same amount of " food, of the same quality, at the same price as this coun- " try produced." Two years later (in 1874) he became President of the Institution, and was re-elected to the office in the following year. He was still able to speak with pride of our "agricultural prosperity," and to point to "perfect liberty of contract and freedom of action" as the basis upon which that prosperity rested and must in future depend. The next season was the commencement of the disastrous cycle of lean years, and in November 1876 we find him saying that things had become so rapidly worse, that "at no period during 40 years had the agricultural " mind laboured under greater perplexity and apprehension." But he refused to listen to counsels of despair. He had a firm belief in British tenacity, and, like all men of wide intellectual horizon, did not believe in the changelessness of economic conditions. Even so lately as November 1885, in speaking of his American experiences, he averred his belief that we had "bottomed the American competition as " regards corn, and there were signs that we should shortly " do so as regards stock." These anticipations may fail of fulfilment, but they are worth recording as the impressions of a singularly well-instructed mind endowed with a somewhat rare faculty of judicial discrimination.

In 1881 his health was visibly affected, but a short excursion to Gibraltar and Tangiers apparently set him up again. He came back full of information and in high

spirits. It was his first experience of Eastern life, and it was delightful to listen to his description of its sights and incidents, told with a certain grace and roundness of narration which was peculiarly his own. In the summer of 1885 he made an excursion to the United States—again with results most beneficial to his health. Here, also, he gathered an extraordinary amount of information, which he gave out with enviable facility. The writer of this memoir urged him to record his experiences in a permanent form; but he did so easily by speech what others achieve laboriously in writing, that his pen was often too reluctant for the complete satisfaction of his friends. Mr. HUSKINSON had been ailing for some little time before his death, but no one suspected the imminence of that event. He was taken suddenly ill at Nottingham, on the occasion of a presentation to himself and other directors of a Banking Company with which he was connected, and, being removed to his own residence, expired very suddenly on Monday, the 31st January last.

He will be long remembered by those who knew him. His was a personality to fix itself even on the least impressionable. His frank and open bearing, his gift of facile speech, with just enough provincial flavour in it to mark his country training, his inbred, old-world courtesy all went to make up an attractive whole to which each of these qualities was an essential contribution.

He never quarrelled with new ideas to save the trouble of mastering them. He was always ready to investigate, loving truth for its own sake, and confronting folly and pretence with an indescribable air of benevolent cynicism.

His reading was extremely varied, but it was easy to see that it ran not a little on the lines of those classic writings of which Bacon's *Essays* in the 16th and *Rasselas* in the 18th century are the central types. Like all men endowed with

the didactic mind, he was a passionate admirer of the sage of Fleet Street, and there was a certain smack of Johnson in his sonorous and rounded diction, especially observable when describing scenes by which his imagination had been stirred and his sympathies excited.

He was an acute observer, and, as a consequence, an interesting companion, with the art of imparting knowledge without assuming the posture of the teacher. Altogether, there have been few men more notable in his walk in life, and still fewer whose memory will be more warmly cherished by all who knew him.

M. FRANCOIS ETIENNE LEFÈVRE (Honorary Member) was born at Sucy en Brie (Seine et Oise) on the 7th April, 1815. He died at Sucy on the 4th March, 1887.

He was educated at the Lycée Charlemagne, of the Paris University, Paris. M. LEFÈVRE intended to enter the Ecole Polytechnique, where are educated specially all the young men intending to become Government Engineers (Ponts et Chaussées, Mines, etc.), and officers of the Military Engineers and Artillery. But a serious illness prevented his going up for examination before the age of 20, which was the latest limit allowed by the regulations. He then joined his father, who, as Géomètre at Sucy, had taken part in the preparation of the Cadastre. A few years later M. LEFÈVRE, Senior, receiving a Government appointment in connection with the taxes, under the Ministry of Finance, his son succeeded him as Géomètre at Sucy.

In 1846-47 he was one of the promoters of the organisation of the "Géomètres" as a body. He became Vice-Chairman of the Central Committee, and succeeded, as Chairman, M. DELAROCHE, a former pupil of the Ecole Polytechnique.

The failing of his health compelled him to retire, in 1880, from active business, and the "Comité Central" elected him Honorary President.

During his most active life M. ETIENNE LEFÈVRE gave a great deal of his time to the study of the management of forests and the draining of lands. He was "Géomètre" of the French State Forests.

Several gold and silver medals for draining works were awarded to him by the Conseil Agricole of Seine et Oise, and ultimately he was appointed on the jury for the award of prizes.

During the last years of his active life he was much employed by the legal profession, and also by the Civil Courts of Paris, as an appraiser in connection with large landed estates.

The tableland on which Sucey is situated is very much exposed to drought. M. LEFÈVRE prepared a plan for raising the water of the Seine, in order to supply all the villages with abundant water. He succeeded in forming a Company for this purpose, and the work of irrigation was completed in 1866.

He was member of the Municipal Council of Sucey for 30 years, and mayor of the village for several years. As mayor, during the winter of 1870-71, he was, with Messrs. BARTHÉLEMY, ST. HILAIRE, and LÉON SAY, member of the Committee formed to distribute food to the villagers who, driven from home by the German army, had to take shelter in Paris. After the Siege he was elected member of the Conseil d'Arrondissement of Corbeil.

The very successful International Congress of Surveyors, held at Paris on the 18th, 19th, and 20th of July, 1878, in connection with the Exhibition of that year, was due, principally, to the initiative of M. LEFÈVRE, who, as Chairman of the Comité Central des Géomètres, presided

over its deliberations. A report of the proceedings appeared in Vol. XI. of the "Transactions" of the Institution. In recognition of M. LEFÈVRE's eminent professional position among French Surveyors, and of the cordial reception accorded to the English Delegates, he was elected an Honorary Member of the Institution in November 1878, and was subsequently entertained at a Banquet, given in his honour, in the Lecture Hall of the Institution. Those who made his acquaintance on that occasion will preserve a lively recollection of his dignified but genial manners, and of his endeavours to establish the most cordial relations between the Surveyors of the two countries.

EDWARD WALTER LONG (Fellow), of the firm of GRAIN & LONG, served his articles with Mr. SHACKLE, of Reading. He held, among other agencies, that of Jesus College, Cambridge. He was engaged on several important drainage and other engineering schemes in Cambridge and its neighbourhood. Mr. LONG's death took place on the 25th October, 1886, in the 35th year of his age.

JONAS PAXTON (Fellow) was born at Potsgrove, in Bedfordshire, on March 18th, 1818, and a few years later came to reside with his father at Langford Farm, near Bicester, Oxfordshire. He was educated at Brackley, Northamptonshire, and employed his early years in keeping the estate accounts of an Oxfordshire property for which his father was agent. In 1839 he started as an Auctioneer in Bicester (the profits of his first year's business being about £80), and developing great business capacity he soon formed the nucleus of one of the largest practices in the Midlands. He was closely allied with all agricultural matters, and during the 45 years in which he was actively engaged in

business he undertook large transfers of landed properties by valuation, besides being Agent for all the leading land-owners in the district. He was mainly instrumental in procuring the Survey for the London and North Western Railway through the Islip district, and this only after serious rioting. He was Local Agent for this Company and also for Great Western Railway. He was nephew of Sir JOSEPH PAXTON, of "Crystal Palace" renown. For 10 years he farmed his own land, and was successful in the prize-lists of the Oxfordshire Society, both as an exhibitor of roots and stock. He died on September 29th, 1886, aged 68 years, having for the last two or three years of his life practically retired from the business of his firm.

GEORGE VULLIAMY (Fellow) was born on the 19th of May, 1817. He was the second son of Mr. BENJAMIN LEWIS VULLIAMY, the eminent watch and clock maker, of Pall Mall.

Mr. VULLIAMY's father was a man of considerable ability, and amassed a comfortable fortune. He was the first clockmaker to employ the two-seconds pendulum, and he effected some important improvements in the construction of large public clocks. He sank also the first artesian well in this country at his estate at Norlands, at the foot of Notting Hill, which is now covered by Norland Square and the adjacent streets. This work was finished in November 1794. The well still exists, although now only about 60 feet deep, at the back of No. 4, Norland Terrace, Uxbridge Road, where the old engine-room is still to be seen.

Mr. VULLIAMY was educated at Westminster School, but appears to have left school early, and was articled first to MESSRS. JOSEPH BRAMAH & SONS, the engineers, with whom he remained for three years. In July 1836, being then in

his nineteenth year, he was articled to the late Sir CHARLES BARRY, who was at that time engaged upon the working drawings for the first contract for the Houses of Parliament. Mr. VULLIAMY's first occupation with Sir CHARLES BARRY was to square dimensions for the bills of quantities for the contract, which were taken out in BARRY's office by Mr. (afterwards Sir HENRY ARTHUR) HUNT.

On the completion of his articles with BARRY Mr. VULLIAMY travelled abroad, and made an extensive tour in France, Italy, Greece, Asia Minor, and Upper and Lower Egypt, during the years 1841-3, his travels in Egypt extending as far as the second cataract of the Nile.

On his return to England in 1843 Mr. VULLIAMY commenced business as an architect on the second floor of No. 26, Suffolk Street, at the corner of Pall Mall East, and soon acquired a considerable practice. He afterwards joined his uncle, Mr. LEWIS VULLIAMY, who had a very extensive connection among the nobility and wealthy people, and assisted him for some years in his architectural work—the whole of the drawings for Dorchester House, Mr. HOLFORD's mansion in Park Lane, and other large buildings having been by his hand. In 1851 Mr. VULLIAMY married.

In 1861 Mr. MARRABLE resigned his appointment of Superintending Architect to the Metropolitan Board of Works in consequence of the Board having declined to increase his salary, and Mr. VULLIAMY, being dissatisfied with his uncle's treatment of him, became a candidate for the vacant appointment, and in March 1861 he was elected Superintending Architect to the Board, mainly through the influence of Mr. (afterwards Sir WILLIAM) TITE, who was at that time a prominent member of the Board.

This post Mr. VULLIAMY occupied until his death with universal acceptance. Very few people have passed through

life with fewer enemies than Mr. VULLIAMY: conciliatory and courteous to all, he discharged the duties of an extremely difficult and onerous position with general approval. Mr. VULLIAMY was elected a Member of the Institution on December 9th, 1872. His death took place on Friday, November 12th, 1886, in the seventieth year of his age.

WILLIAM BRYAN WOOD (Fellow) was born on the 14th of February, 1815, and died on the 25th day of February, 1885. He was the son of Mr. WILLIAM WOOD who for many years was agent to His Grace the Duke of BEAUFORT, and was brought up from youth as a surveyor, and soon began to show talent in his profession.

He executed a number of large and important surveys in the neighbourhood of Chippenham, where he settled, greatly extending his business and carrying out a large number of inclosures in various parts of the country.

For some years Mr. Wood was engaged in extensive inclosures and works in the Isle of Man. He had also a large practice in valuing land and managing estates.

Mr. Wood was elected a Member of the Institution in July 1868, and maintained his connection with it up to the time of his death.

LIST OF DONATIONS AND CONTRIBUTIONS TO THE LIBRARY

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DONATIONS OF BOOKS, MAPS, &c.

DONORS.	TITLE OF WORK.
<i>Agricultural Gazette</i> , Editor of the	"The Agricultural Gazette," 1886-87.
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Bath and West of England Society	"Journal," 1886-87.
Beadel, W. J.	"History of Ludlow."
Beale, J. S.	"C. H. Sargent's Treatise on Ground Rents and Building Leases."
Bousfield, E. V. D.	"Worsley's History of the Isle of Wight."
Brickdale, C. F.	C. F. Brickdale's Work on "Registration of Title to Land, and how to Establish it without Cost or Compulsion."
	"Harwood's History of Lichfield."
	"Abram's History of Blackburn."
Bridgford, R., C.B.	"Macgibbon and Ross's Castellated and Domestic Architecture of Scotland." Vol. I.
<i>British Architect</i> , Editor of the	"The British Architect," 1886-87.
Brydon, R.	"Graphic Illustrations of Warwickshire."
<i>Builder</i> , Editor of the	"The Builder," 1886-87.
<i>Builder's Weekly Reporter</i> , Editor of the	"The Builder's Weekly Reporter," 1886-87.
<i>Building News</i> , Editor of the	"The Building News," 1886-87.
Bund, J. W. W.	"Pamphlet on the Severn Fishery District."
Chancellor, A.	E. B. Chancellor's Work, entitled "The Life of Charles I.," 1600-1625.
Chadwick, E.	E. Chadwick's Pamphlets on "Sanitation," "House Drainage," "Sewage Farming," "Ventilation," "Land Drainage," and "Sewage Discharge."
<i>Contract Journal</i> , Editor of the	"The Contract Journal," 1886-87.

DONORS.	TITLE OF WORK.
Edwardes, C. B.	"Bridge's Northampton," 2 vols.
Ellis, Sir J. W., Bart., M.P.	"Some Occasional Papers read at the Richmond Athenæum."
<i>Estates Gazette</i> , Editor of the.	"The Estates Gazette," 1886-87.
Farmers' Club, The	"Journal," 1886-87.
<i>Field</i> , Editor of the	"The Field," 1886-87.
Godfrey, R.	"Taylor's Antiquities of Lynn."
Haywood, Lieut.-Col.	Report on the work executed by the Hon. the Commissioners of Sewers of the City of London during the year 1886. "Pamphlet on the Underground Urinals and Waterclosets erected by the Commissioners of Sewers of the City of London at King William Street, Gracechurch Street and Farringdon Street," in the year 1886. Report on the Projects of the Railway Companies and other bodies applying to Parliament during the Session 1886-87. Report on the Regulations for Hoards and Scaffolds.
Hebblethwaite, C. H.	"Davis and Lee's West Yorkshire."
Hedges, K. W.	K. W. Hedges' Pamphlet on "Central Station Electric Lighting."
Hedley, T. F.	"T. F. Hedley's Supplement to his Work on the Rating of Machinery."
Holme, J.	"Bulmer's History of Westmoreland."
<i>Horticulture</i> , <i>Journal</i> of, Editor of the	"Journal of Horticulture," 1886-87.
Institution of Civil Engineers	"Minutes of Proceedings," 1886-87.
Institution of Civil Engineers of Ireland	"Transactions," 1886-87.
Institution of Mechanical Engineers	"Proceedings," 1886-87.
<i>Iron</i> , Editor of	"Iron," 1886-87.
<i>Land and Water</i> , Editor of	"Land and Water," 1886-87.
<i>Land Agent's Record</i> , Editor of the	"The Land Agent's Record," 1886-87.
Library Committee of the City of London	J. C. Price's Descriptive Account of the Guildhall of the City of London.
London & Middlesex Archaeological Society	"Transactions," 1886-87,
Lucas, J.	W. Marshall's Treatise on "Planting and Rural Ornament." 2 vols.
<i>Metropolitan</i> , Editor of the	"The Metropolitan," 1886-87.
Ministry of Public Works of Rome	"Journal of the Civil Engineers of Rome," 1886-87.
Munro, Dr. J. H. M.	Dr. J. H. M. Munro's Pamphlet on "The Formation and Destruction of Nitrates, and Nitrates in Artificial Solution and in River and Well Waters."

DONORS.	TITLE OF WORK.
North of England Institute of Mining and Mechanical Engineers	"Transactions," 1886-87.
Orgill, J. B.	"Corry's Lancashire," 2 vols.
Patent Office	"Journal of Patented Inventions," 1886-87.
Richardson, J.	"Ord's History and Antiquities of Cleveland," 1846.
	"Elements of Modern Gardening; or, the Art of Laying out of Pleasure Grounds, Ornamenting Farms, and Embellishing the Views round about our Houses."
Rickman, T. M.	"Miscellaneous, or Ancient and Modern Gardening; and on the Scenery of Nature."
	"Practical Husbandry; or, the Art of Farming." 1 vol., 1785.
Robinson, H.	"H. Robinson's Treatise on Hydraulic Power and Hydraulic Machinery."
Royal Agricultural Society of England	"Journal," 1886-87.
Royal Commission for Vic- toria	"Illustrated Handbook of Victoria, Australia," 1886.
Royal Institute of British Architects	"Journal of Proceedings," 1886-87, and "Transactions," vol. 2 (new series).
Sanitary Institute of Great Britain	"Transactions," 1886-87.
Shropshire Land Agents' Society	"Proceedings," Parts 7 and 8.
Société des Géomètres	"Journal," 1886-87.
Society of Engineers	"Transactions," 1885-1886, and General Index, 1861-1885.
	"Westgarth Prize Essays on the Re- construction of Central London."
	"Young's Annals of Agriculture," 37 vols., 1784-1801.
	Twelve Volumes of "Reports to the Board of Agriculture," by Arthur Young and others.
	"Adams' Agriculture and Feeding of Stock," 1810.
	"Townsend's Statistical Survey of Cork," 1810.
Society of Arts, the Council of the	"Bailey and Culley's Survey of North- umberland," 1805.
	"Parkinson's Experienced Farmer," 2 vols., 1807.
	"Clarke's Husbandry," 1777.
	"Ellis's Practical Farmer," 1742.
	"Ellis's Farmers' Instructor," 1747.
	"Stone's Essay on Agriculture," 1785.
	"Winter's Husbandry," 1787.
	"Banister's Husbandry," 1799.
	"Mills' Practical Husbandry," 5 vols., 1762-1765.

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Society of Arts, the Council of the	"Anderson's Essays on Agriculture," 2 vols., 1779.
	"Adams' Essays on Agriculture," 2 vols., 1789.
	"Marshall's Rural Economy of Yorkshire," 2 vols., 1796.
	"Maxwell's Practical Husbandman," 1757.
	"Tatham's National Irrigation," 1801.
	"Marshall's Rural Economy of Gloucestershire," 2 vols., 1796.
	"White's Essay on the Grasses of Ireland," 1808.
	"Williamson's Agricultural Mechanism," 1810.
	"Drury's Hints and Discoveries in Agriculture," 1818.
	"Treatise on the Choice, Buying, and General Management of Farmers' Live Stock," 1810.
Statistical Society	"Journal," 1886-87, and Catalogue of Library.
White, Col. T. P.	Col. T. P. White's Work on "The Ordnance Survey of the United Kingdom."
Willmot, F.	"Markham's Husbandry."
	"Lawrence's Agriculture."
	"Gent's Systema Agriculturae."
	"Young's Eastern Tour," 4 vols.
	"Varlo's Husbandry," 3 vols.
	"Young's Rural Economy."
	"Essays on Legislation."
Wilson, Professor J.	"Randall's Semi-Virgilian Husbandry."
	"Bakewell on Wool."
	"Smith's England's Improvements."
	Lawrence's "Clergyman's Recreation." "Owen's Agriculture."

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THE SURVEYORS' INSTITUTION

(Incorporated by Royal Charter),

12, GREAT GEORGE STREET, WESTMINSTER, S.W.

LIST OF MEMBERS, JULY 1st, 1887.

*Date of Election
and of Transfer.*

Honorary Members.

1874, Apr. 13	BEDFORD, HIS GRACE THE DUKE OF	81 & 82, Eaton Square, S.W.
1878, Nov. 11	BUCAILLE, EUGÈNE	168, Boulevard de Strasbourg, Havre, France.
1875, Mar. 15	CAIRD, SIR JAMES, K.C.B. . .	Land Office for England, St. James's Square, S.W.
1877, Jan. 15	CONSTABLE, JOHN, The REV. . .	Marston Bigot, Frome, Somersetshire.
1886, Jan. 11	CULLEY, GEORGE	{ Office of Woods, Forests, and Land Revenue 1, Whitehall Place, S.W.
1880, Jan. 5	DERIVRY, MARIE AUGUSTE LOUIS	Noyon, Oise, France.
1880, Jan. 5	GILLET, GEORGES EDOUARD . .	Joinville, Haute-Marne, France.
1871, Jan. 30	GORE, CHARLES ALEXANDER, The HONORABLE	{ West Side, Wimbledon Common, S.W.
A. '81, Mar. 21 } H.M. '86, Mar. 8 }	GRANTHAM, SIR WILLIAM . . .	82, St. George's Square, S.W.
1880, May 10	HAMPDEN, THE RIGHT HON. LORD VISCOUNT	{ Glynde, Lewes, Sussex.
1883, May 21	HARTINGTON, THE RIGHT HON. THE MARQUIS OF	{ Devonshire House, Piccadilly, W.
1886, Jan. 11	KINGSCOTE, COLONEL ROBERT NIGEL FITZHARDINGE, C.B. . .	{ Office of Woods, Forests, and Land Revenue 1, Whitehall Place, S.W.
A. '69, Jul. 26 } H.M. '71, Feb. 27 }	LEACH, GEORGE ARCHIBALD, LIEUT.-COLONEL	{ Land Office for England, St. James's Square, S.W.
1887, Jan. 24	LYTTELTON, THE RIGHT HON. LORD	{ Land Office for England, St. James's Square, S.W.
1885, Apr. 20	M'CLELLAN, JOHN B., M.A., The REV.	{ Royal Agricultural College, Cirencester.
A. '72, Jan. 15 } H.M. '72, Apr. 22 }	RIDLEY, GEORGE	2, Charles Street, Berkeley Square, W.

Fellows.

The names of those Fellows who have qualified for the Class by Examination are distinguished thus

Dip. No.	Date of Election and of Transfer.		
1034	1884, Jan. 14	ABBOTT, ROBERT THOMAS G. .	Quarry Cottage, Norton, Malton, Yorkshire.
1	1868, Jun. 15	ADAMS, CHARLES FREDERICK .	Barkway, Herts.

Dip No.	Date of Election and of Transfer.	FELLOWS.	
1105	1884, Feb. 25	ADAMS, HENRY	60, Queen Victoria Street, E.C.
612	1881, Feb. 21	ADDIE, WILLIAM FORRESTER	{ Powis Castle Estate Office, Welch Pool, M. gomeryshire.
664 {	{ A. '81, Dec. 19 } F. '86, Dec. 8 }	ADKIN, CHARLES DUNCAN	Wantage, Berks.
982	1888, Dec. 17	ALLEN, HENRY ROBERT	50, Finsbury Square, E.C.
597 {	{ A. '81, Jan. 10 } F. '84, Mar. 10 }	ANDERSON, ROBERT, JUN.	Cirencester.
287	1872, Dec. 9	APPERLEY, WILLIAM HAVARD	Hereford.
198	1869, May 3	ARDING, CHARLES BENNETT.	22, Surrey Street, Strand, W.C.
1133	1884, Apr. 21	ARMISTEAD, RICHARD	118, Main Street, Bingley.
791	1882, Apr. 24	ARMSTRONG, THOMAS JOHN	14, Hawthorn Terrace, Newcastle-on-Tyne.
404	1875, Nov. 8	AUSTIN, RUSSELL GARDENER	Heriford.
140 {	{ A. '68, Nov. 2 } F. '87, Feb. 7 }	BADCOCK, PHILIP	9, Whitehall Place, S.W.
1005 {	{ A. '83, Dec. 17 } F. '84, Dec. 8 }	BAIRD, JONATHAN PEEL	Estate Office, Somerley, Ringwood, Hants.
812	1882, May 22	BALLARD, EDMUND	Elwick House, Ashford, Kent.
479	1877, Mar. 12	BALLS, JAMES MAYHEW	Castle Hedingham, Essex.
606	1881, Feb. 7	BANNISTER, THOMAS	Limehurst, Hayward's Heath, Sussex.
712	1882, Jan. 30	BARFIELD, FREDERIC HENRY	Faringdon, Berks.
1253	1885, Mar. 9	BARKER, CALEB	Estate Office, Shadwell, Thetford.
988	1883, Dec. 17	BARNES, JOHN WILLIAM JAMES	Brougham Chambers, Wheeler Gate, Nottingham.
118	1868, Aug. 17	BARRY, CHARLES	1, Westminster Chambers, Victoria Street, S.
1056	1884, Jan. 28	BATE, THOMAS	Town Hall Chambers, Kilburn, N.W.
726	1892 Feb. 13	BATH, FRED	Crown Chambers, Salisbury, Wilts.
1368	1887, Feb. 7	BATTAM, FREDERICK THOMAS	28, Mount Street, Grosvenor Square, W.
8	1868, Jun. 15	BEADEL, WILLIAM JAMES, M.P. (President)	97, Gresham Street, E.C.
136	1868, Nov. 2	BEAUMONT, GEORGE	East Bridgford, near Nottingham.
1153	1884, May 5	BECK, EDMUND	Sandringham, Norfolk.
959 {	{ A. '83, May 25 } F. '87, May 23 }	*BEDELLS, CHARLES HERBERT	6, John Street, Bedford Row, W.C.
525	1879, Jan. 6	BEDELLS, CHARLES KING	6, John Street, Bedford Row, W.C.
317	1873, Dec. 8	BEESTON, FREDERICK	30, Lincoln's Inn Fields, W.C.
630	1881, Dec. 19	BELI, GEORGE GRAHAM	11, Pall Mall East, S.W.
388	1875, Mar. 1	BENNETT, THOMAS OATLEY	Bruton, Somerset.
1187	1884, May 26	BENINGFIELD, HENRY	16, Union Court, E.C.
631	1881, Dec. 19	BERRIDGE, ROBERT	181, Bishopsgate Street Without, E.C.
1214	1884, Dec. 8	BERTWISTLE, JAMES	1, Tackett's Street, Blackburn.
984	1883, Dec. 17	BETTRIDGE, EDWARD	28, Waterloo Street, Birmingham.
1239	1885, Jan. 12	BICKERTON, GEORGE ARTHUR	62, King William Street, E.C.
190	1869, Mar. 22	BIDWELL, CHARLES	Ely, Cambridgeshire.
912	1883, April 2	BIDDELL, WILLIAM	Lavenham Hall, Suffolk.
1369	1887, Feb. 7	BIGGE, CHARLES SELBY	{ 30, Lincoln's Inn Fields, W.C., and The Sevenoaks, Kent.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
396	1875, Apr. 12	BINGHAM, REUBEN	5, Bolton Street, Piccadilly, W.
131	1868, Oct. 26	BINNIE, THOMAS	207, Hope Street, Glasgow.
113	1868, Aug. 10	BIRD, JAMES BINFIELD	{ 14, Queen Victoria Street, E.C., and West Cowes, Isle of Wight.
1154	1884, May 5	BIRD, WALTER	61, Edgware Road, W.
772	1882, Mar. 13	BIRDSEYE, WILLIAM	99, Gresham Street, E.C.
1320	1886, May 17	BIRKETT, WILLIAM	Maryfield, Retford, Notts.
1326	1886, Dec. 6	BLACKFORD, ARTHUR	1, Gray's Inn Place, W.C.
1262	1885, Mar. 23	BLAKE, FREDERICK	130, Queen Street, Portsea, Hants.
883	1883, Feb. 12	BLAKE, WILLIAM JOHN, JUN. . . .	{ 2, Abchurch Yard, E.C., and 21, High Street, Croydon.
773	1882, Mar. 13	BLAKEMORE, WILLIAM AGUTTER	24, Salisbury Street, Strand, W.C.
1057	1884, Jan. 28	BLASHILL, THOMAS	{ Metropolitan Board of Works, Spring Gardens, S.W.
1058	1884, Jan. 28	BLEWITT, EDWARD ROBERT	Rainham, Essex.
511	{ A. '78, May 13 } { F. '87, Mar. 7 }	BLOSSE, EDWARD F. LYNCH	Charles Street Chambers, Cardiff.
330	1874, Feb. 2	BOLAM, CHARLES GODFREY	82 & 83, Palace Chambers, S.W.
450	1876, May 8	BOLAM, WILLIAM THOMAS	{ Cross House, Westgate Road, Newcastle-upon-Tyne.
408	1875, Dec. 13	BOLDEN, JOHN LEONARD	47, Arundel Gardens, Notting Hill, W.
199	1869, May 3	BOND, ERASMUS	22, Surrey Street, Strand, W.C.
24	1868, Jun. 15	BONNY, JAMES RIPPOTH	{ Palmer's Hill House, Palmer's Green, Southgate, N., and 47, Old Broad Street, E.C.
960	{ A. '83, May 25 } { F. '86, Apl. 12 }	*BONTOR, FRANK ARTHUR	29, Fleet Street, E.C.
813	1882, May 22	BOOKER, ALGERNON ERSKINE	Albion House, Hyde Park Square, W.
632	1881, Dec. 19	BOTTERILL, WILLIAM	23, Parliament Street, Hull.
1380	1887, Mar. 21	BOVILL, ALFRED	24, Charing Cross, S.W.
1134	1884, Apr. 21	BOWER, WILLIAM JOHN	6, St. James Street, Derby.
62	1868, Jul. 13	BOWLER, WILLIAM ANTHONY	Crouch Street, Colchester, Essex.
1249	1885, Feb. 9	BOWLES, ARTHUR HUMPHREY	Temple Court, near Guildford, Surrey.
693	1881, Dec. 19	BOYLE, EDWARD	14, Clement's Lane, E.C.
1325	1886, Nov. 22	BRACKETT, ARTHUR WILLIAM	27, High Street, Tunbridge Wells, Kent.
870	1883, Jan. 29	BRACKETT, WILLIAM	27, High Street, Tunbridge Wells.
1059	1884, Jan. 28	BRAY, HARRY	14, Warwick Court, Gray's Inn, W.C.
727	1882, Feb. 13	BRERETON, FRANC SADLEIR	292, High Holborn, W.C.
953	1883, May 25	BRINSLEY, GEORGE	30 and 31, New Bridge Street, E.C.
1370	1887, Feb. 21	BRIDGFORD, ERNEST JAMES	28, Cross Street, Manchester.
1309	1886, Mar. 8	BRIDGFORD, ROBERT, C.B. . . .	28, Cross Street, Manchester.
829	1882, Dec. 13	BRIDGEWATER, BENTLEY JAMES	80, Cheapside, E.C.
359	1874, Dec. 7	BROOK, JAMES	12, 13, & 14, Estate Buildings, Huddersfield.
1060	1884, Jan. 28	BROWN, BRADSHAW	59, Fenchurch Street, E.C.
322	1874, Jan. 5	BROWN, DANIEL JOHNSON	61, Lincoln's Inn Fields, W.C.
68	1868, Jul. 13	BROWN, GEORGE	Roborough House, Barnstaple, Devonshire.
634	1881, Dec. 19	BROWN, GEORGE JAMES	8, Spring Gardens, S.W.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
983	1883, April 30	BROWN, JOHN POWLES . . .	21, East Street, Hereford.
173	1869, Feb. 22	BROWN, THOMAS FORSTER . .	Guildhall Chambers, Cardiff.
165	1869, Feb. 8	BROWN, WILLIAM	Tring, Herts.
1318	1886, May 3	BROWN, WILLIAM BLUMFIELD .	5, Henrietta Street, W.C.
1291	1886, Jan. 11	BRYDON, ROBERT	The Dene, Seaham-Harbour, Durham.
246	1870, Dec. 12	BUCHAN, THOMAS	15, Barrack Street, Dundee.
77	1868, July 13	BUCK, ALBERT	Worcester.
270	1871, Dec. 18	BUCKLAND, FRANK BOWRY . .	Windsor.
1215	1884, Dec. 8	BURD, LAURENCE	Mayfield, Shrewsbury.
80	1868, Jul. 20	BURNELL, EDWARD HENRY . .	32, Bedford Row, W.C.
635	1881, Dec. 19	BURNETT, DAVID	14, Nicholas Lane, E.C.
379	1875, Feb. 1	BURROUGHES, THOMAS HENRY.	16, Lower Berkeley Street, W., and 30, Lincoln Fields, W.C.
814	1882, May 22	BURROWS, ALFRED JOE . . .	Surrenden Estate Office, Pluckley, Kent.
1216	1884, Dec. 8	BURTENSHAW, ALBERT . . .	Hailsham, Sussex.
923	1874, Jan. 5	BUZZARD, ALFRED LINDSEY . .	22, Surrey Street, Strand W.C.
1377	1887, Mar. 7	CANNING, WILLIAM BROWNE .	Salisbury, and Elston, near Devizes.
787	{ A. '82, Mar. 27 } { F. '84, Jan. 14 }	CARD, HENRY CURTIS	North Street, Lewes, Sussex.
232	{ A. '70, Feb. 7 } { F. '80, Nov. 22 }	CARRITT, ERNEST	18 & 19, Great St. Helen's, E.C.
800	{ A. '82, Apr. 24 } { F. '83, Jan. 15 }	CARPENTER, EVAN GEORGE . .	{ 2, Abchurch Yard, E.C., and 21, High Street, Croydon, Surrey.
954	1888, May 25	CARTWRIGHT, GEORGE KINGSFORD	{ Office of the Duchy of Lancaster, 34, Deodar Gardens, South Kensington, S.W.
636	1881, Dec. 19	CARTWRIGHT, HENRY EDWARD .	Magherafelt Manor, Co. Londonderry, Ireland.
444	1876, Apr. 24	CASSELL, JAMES ROBERT . . .	11, Billiter Square, E.C.
920	1883, April 16	CASTLE, GEORGE RICHARD . . .	Bicester, Oxford.
328	1874, Jan. 19	CASTLE, HENRY JAMES, SEN. (Member of Council)	40, Chancery Lane, W.C.
687	1881, Dec. 19	CASTLE, HENRY JAMES, JUN. . .	37, Bedford Row, W.C.
295	1873, Jan. 13	CASTLE, ROBERT	Merton Street, Oxford.
278	1872, Mar. 11	CASTLE, WILLIAM HENRY BALDWIN	40, Chancery Lane, W.C.
247	1870, Dec. 12	CATES, ARTHUR	7, Whitehall Yard, S.W.
362	1875, Jan. 4	CAVE, HENRY H.	The Manor House, Brigg, Lincolnshire.
1268	1885, Mar. 23	CHADWICK, SPENCER	17, Parliament Street, S.W.
1061	1884, Jan. 28	CHANCELLOR, ALBERT	1, King Street, Richmond, Surrey.
219	1870, Jan. 10	CHANCELLOR, FREDERICK . . .	20, Finsbury Circus, E.C., and Chelmsford, Essex.
1274	1885, Nov. 23	CHESTERTON, EDWARD	22, Lower Phillimore Place, Kensington, W.
1135	1884, Apr. 21	CHESTON, CHESTER	Dashwood House, New Broad Street, E.C.
57	1868, Jul. 6	CHINNOCK, FREDERICK GEORGE	11, Waterloo Place, S.W.
1347	1887, Jan. 10	CLARE, EDWARD LOVELL . . .	33, Friar Lane, Leicester.
681	1882, Jan. 16	CLARK, SAMUEL	8, New Cavendish Street, W.
682	1882, Jan. 16	CLARKE, ALFRED DUDLEY . . .	Southwick Estate Office, Fareham, Hants.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
1074	{ A. '84, Jan. 2 F. '86, Jan. 11 }	CLARKE, HOWARD CHATFEILD .	63, Bishopsgate Street Within, E.C.
978	1883, Nov. 12	CLARKE, RICHARD	Surveyor's Office, Parish Offices, Birmingham.
27	1868, Jun. 15	CLARKE, THOMAS CHATFEILD . (Member of Council)	63, Bishopsgate Street Within, E.C.
5	1868, Jun. 15	CLIFTON, EDWARD NORTON . . (Past-President)	7, East India Avenue, E.C.
1810	1886, Mar. 8	CLOUGH-TAYLOR, HORACE GEO.	Friar Lane, Leicester.
29	1868, Jun. 15	CLUTTON, HENRY	Hartswood, Reigate, Surrey.
6	1868, Jun. 15	CLUTTON, JOHN (Past-President)	9, Whitehall Place, S.W.
78	{ A. '68, Jul. 13 F. '75, May 10 }	CLUTTON, JOHN HENRY . . .	9, Whitehall Place, S.W.
61	{ A. '68, Jul. 6 F. '74, Apr. 13 }	CLUTTON, RALPH	9, Whitehall Place, S.W.
221	{ A. '70, Jan. 10 F. '75, Dec. 13 }	CLUTTON, RALPH WILLIAM .	Hartswood, Reigate, Surrey
65	1868, Jul. 13	CLUTTON, ROBERT GEORGE . . (Member of Council)	9, Whitehall Place, S.W.
153	1869, Jan. 11	CLUTTON, WILLIAM JAMES . .	The Mount, York.
713	1882, Jan. 30	COBB, HERBERT MANSFIELD .	Higham, Kent, and 43, Lincoln's Inn Fields, W.C.
31	1868, Jun. 15	COBB, ROBERT LAKE (Member of Council)	Higham, Kent.
714	1882, Jan. 30	COLEMAN, JOHN	10, Museum Street, York.
769	{ A. '82, Feb. 27 F. '84, Jan. 28 }	COLGATE, THOMAS, JUN. . . .	Glynde, Lewes, Sussex.
119	1868, Aug. 17	COLLINS, HENRY HYMAN . .	61, Old Broad Street, E.C.
193	1869, Apr. 5	COMELY, JOHN GILL	Winchester, Hants.
1035	1884, Jan. 14	COOK, EDWARD SAMUEL . . .	60, Queen Victoria Street, E.C.
1172	1884, May 19	COOPER, ARTHUR LESLIE . .	86, High Street, Maidenhead.
715	1882, Jan. 30	COOPER, JOHN GROVES . . .	Bideford, Devon.
895	1883, Feb. 26	COOPER, JOHN THOMAS . . .	41, Moorgate Street, E.C.
445	1876, Apr. 24	COOTE, GEORGE	Smeetham Hall, Sudbury, Suffolk.
985	1883, Dec. 17	COOTE, JOHN	Sudbury, Suffolk.
934	1883, April 30	COUCHMAN, ROBERT EDWARD .	3, Bennett's Hill, Birmingham.
556	1880, Jan. 5	COVERDALE, FREDERICK JOHN .	Ingatstone Hall, Essex.
728	1882, Feb. 13	COVERDALE, HENRY	Cossey, Norfolk.
495	1878, Jan. 28	COWGILL, WILLIAM	Bradford.
729	1882, Feb. 13	COX, GEORGE JAMES	1, Promenade, Cheltenham.
159	1869, Jan. 25	CRAWTER, JOHN	Cheshunt, Herts.
160	1869, Jan. 25	CRICKMAY, GEORGE RACKSTROW.	{ 17, Parliament Street, S.W., and St. Thomas Street, Weymouth.
730	1882, Feb. 13	CRONK, EDWYN EVANS	12, Pall Mall, S.W.
731	1882, Feb. 13	CRONK, FRANK	12, Pall Mall, S.W.
871	1883, Jan. 29	CRONK, WILLIAM HENRY . .	Sevenoaks, Kent.
416	1876, Jan. 10	CROSS, JOHN	77, King Street, Manchester.
307	1873, Apr. 21	CROSS, WILLIAM STEPHENS . .	18, Outer Temple, and 2, Cecil Street, Strand, W.C.
889	{ A. '75, Mar. 1 F. '80, Nov. 8 }	CRUSE, EDMUND	34, High Street, Warminster, Wiltshire.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
32	1868, Jun. 15	CURREY, HENRY	37, Norfolk Street, W.C.
1381	1887, Mar. 21	CURRY, HENRY JOHN	58, High Street, Stockton-on-Tees.
581	1880, Dec. 18	CURTIS, CHARLES EDWARD	Deaners, Alton, Hants.
483	1877, Apr. 16	CURTIS, ROBERT LEABON	119 and 120, London Wall, E.C.
543	1879, Apr. 28	CURTIS, SAMUEL PERKINS	119 and 120, London Wall, E.C.
986	1883, Dec. 17	DAINTREE, JOHN OSBORN	Redlands, Lolworth-by-St. Ives, Hunts.
387	{ A. '75, Feb. 15 } { F. '84, Jan. 14 }	DALE, JOHN	16, Whitehall Place, S.W.
638	1881, Dec. 19	DALLAS, EDWIN STUART	34, Great James Street, Bedford Row, W.C.
987	1883, Dec. 17	DANIEL, HARRY AUGUSTUS HOOD	Chasefield, Fishponds, near Bristol.
732	1882, Feb. 13	DANN, HENRY	Bexley, Kent.
510	1878, Apr. 29	DARLEY, WILLIAM	Eastfield, Askern, Doncaster.
896	1888, Feb. 26	DASH, THOMAS ALEXIS	12, Whitehall Place, S.W.
300	1873, Feb. 10	DAVIES, JOHN MORGAN	Froodvale, Llandilo, Carmarthenshire.
491	{ A. '77, Dec. 10 } { F. '81, Nov. 14 }	DAVIS, JAMES	32, Strand, W.C.
897	1888, Feb. 26	DAW, WILLIAM HERBERT	62, Coleman Street, E.C.
683	1882, Jan. 16	DEACON, THOMAS MARK	1, Adelaide Street, Charing Cross, S.W.
1085	1884, Feb. 11	DEBENHAM, THOMAS NUNN	80, Cheapside, E.C.
1116	1884, Mar. 10	DENNANT, WILLIAM FREETH	63, Queen Victoria Street, E.C.
863	1883, Jan. 15	DENT, RALPH JOHN	Streatham House, Darlington.
8	1868, Jun. 15	DENTON, JOHN BAILEY	Palace Chambers, 9, Bridge Street, S.W.
759	1882, Feb. 27	DEW, WILLIAM ARTHUR	Wellfield House, Bangor.
1228	{ A. '84, Dec. 8 } { F. '85, May 18 }	*DICKSON, THOMAS ARTHUR	West Cliff, Preston, Lancashire
884	1883, Feb. 12	DINWIDDY, THOMAS	Croom's Hill, Greenwich Park.
169	{ A. '69, Feb. 8 } { F. '73, Feb. 25 }	DODGSON, WILFRED LONGLEY	{ The Court, Cleobury North, Bridgnorth, 55, Broad Street, Ludlow.
1136	1884, Apr. 21	DOLL, CHARLES FITZROY	74, Gower Street, Bedford Square, W.C.
1250	1885, Feb. 9	DONNE, HENRY	Leek Wootten, Warwick.
163	{ A. '69, Jan. 25 } { F. '82, Nov. 31 }	DOWDEN, HENRY JOSEPH	6, Spring Gardens, S.W.
716	1882, Jan. 30	DOWLING, CLEMENT	32, Craven Street, W.C.
498	1878, Jan. 14	DOWNING, FREDERICK	A, Whitehall Yard, S.W.
817	{ A. '82, May 22 } { F. '84, May 19 }	DRAPER, ARTHUR THOMAS	Friar Lane, Leicester.
1948	1887, Jan. 10	DRAY, ALFRED	Town Hall Chambers, Hastings, Sussex.
301	1873, Feb. 10	DREW, HENRY	Exeter.
275	1872, Feb. 26	DREW, JOHN	{ 9, Queen Street, Exeter, and Powderham Cas near Exeter.
913	1883, April 2	DREWITT, GEORGE	94, High Street, Guildford.
419	{ A. '76, Jan. 10 } { F. '78, Feb. 25 }	DRIVER, CHARLES WILLIAM	4, Whitehall, S.W.
9	1863, Jun. 15	DRIVER, ROBERT COLLIER (Vice-President)	4, Whitehall, S.W.
582	1880, Dec. 13	DRIVER, ROBERT MANNING	4, Whitehall, S.W.
684	1882, Jan. 16	DRURY, EDWARD DRU	25, Queen Anne's Gate, S.W.
324	1874, Jan. 5	DUNCH, CHARLES	St. Clement's House, St. Clement's Lane, E.C.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
252	1871, Jan. 30	DUNLOP, ALEXANDER MILNE	3, Old Palace Yard, S.W. (Member of Council)
792	1882, Apr. 24	DYER, WILLIAM JOHN	Montpelier Row, Blackheath, S.E.
35	1868, Jun. 15	DYMOND, FRANCIS WILLIAMS	Exeter.
1251	1885, Feb. 9	EADE, ARTHUR WILLOUGHBY } FRENCH	Feethams, Darlington.
864	1883, Jan. 15	EALES, FREDERICK ERNEST	9, Welbeck Street, W.
1210	1884, Nov. 10	EDWARDES, CHARLES BIDWELL	The Precincts, Peterborough.
639	1881, Dec. 19	EGERTON, HUBERT DECIMUS	8, New Road, Oxford.
988	1883, Dec. 17	EGGAR, JAMES ALFRED	9, West Street, Farnham, Surrey.
1173	1884, May 19	EGGINTON, JOHN	150, Friar Street, Reading.
590	{ A. 1879, Jan. 20 } { F. 1883, Dec. 3 }	EILOART, FREDERICK EDWARD	40, Chancery Lane, W.C.
1036	1884, Jan. 14	ELLIOTT, CHARLES	The Fawns, Ermington, Ivy Bridge, Devon.
830	1882, Dec. 18	ELLIS, HENRY	62, Chancery Lane, W.C.
885	1883, Feb. 12	ELLIS, RICHARD ADAM	49, Fenchurch Street, E.C.
380	1875, Feb. 1	ELLIS, SIR JOHN WHITTAKER, { BART., M.P.	29, Fleet Street, E.C., and 18, Old Broad Street, E.C.
276	1872, Feb. 26	EMMANUEL, BARROW	2, Finsbury Circus, E.C.
898	1883, Feb. 26	EVANS, ROBERT	Eldin Chambers, Wheeler Gate, Nottingham.
539	{ A. 1874, Feb. 16 } { F. 1876, Nov. 27 }	EVANS, WILLIAM ERNEST	School Gardens, Shrewsbury.
685	1882, Jan. 16	EVE, JOHN RICHARD	St. Paul's Square, Bedford, Bedfordshire.
104	1868, Aug. 3	EVE, WILLIAM	10, Union Court, Old Broad Street, E.C.
1382	1887, Mar. 21	EVERARD, JOHN BREEDON	6, Millstone Lane, Leicester.
311	1873, May 5	EVES, GEORGE	Uxbridge, Middlesex.
557	1880, Jan. 5	FAIR, JACOB WILSON	{ Haigh Hall, Wigan, and 8, Winckley Street, Preston.
1174	1884, May 19	FAIR, THOMAS	Estate Offices, Lytham, Lancashire.
1062	1884, Jan. 28	FARMER, EDMUND	80, Cheapside, E.C.
540	1879, Mar. 31	FARRAR, JAMES	12, Market Street, Bury, Lancashire.
1321	1886, May 17	FAWKES, ALGERNON	Sudbury, Derby.
1037	1884, Jan. 14	FAYERMAN, GEORGE METCALFE	88, The Parade, Leamington, Warwickshire.
886	1883, Feb. 12	FELTON, GEORGE FREDERICK	6, Church Walks, Llandudno.
565	{ A. '80, Jan. 19 } { F. '87, Mar. 21 }	FENNING, HERBERT SAMUEL	Bedford Estate Office, Bedford, Bedfordshire.
974	1883, Nov. 12	FERRIS, GEORGE	Milton Manor, Pewsey, Wilts.
831	1882, Dec. 18	FIDDIAN, WILLIAM	98, High Street, Stourbridge.
297	1873, Jan. 27	FIELD, FRANCIS HAYWARD	Merton Street, Oxford.
872	1883, Jan. 29	FIELD, JAMES FREDERICK	57, Borough High Street, S.E.
1322	1886, May 17	FIELD, WALTER WILLIAM	57, Borough High Street, S.E.
1038	1884, Jan. 14	FLEETWOOD, GEORGE	15, Furnival's Inn, E.C.
562	1880, Jan. 19	FLOCKTON, THOMAS JAMES	15, St. James' Row, Sheffield.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
640	1881, Dec. 19	FORREST, ROBERT	Windsor Estate Office, St. Fagans, near Cardiff.
551	1879, Dec. 8	FORSYTH, EDWARD	Basford, Stoke-upon-Trent.
1039	1884, Jan. 14	FOSBERY, WILLIAM THOMAS } EXHAM	Warwick.
279	1872, Mar. 11	FOSTER, CHARLES ROLLS . .	54, Pall Mall, S.W.
641	1881, Dec. 19	FOSTER, JOSEPH BURGESS . .	4, Cambridge Street, Plymouth, Devon.
687	1882, Jan. 16	FOULKES, SEPTIMUS GIFFORD .	Tring, Herts.
686	1882, Jan. 16	FOWLER, FREDERICK	St. James' Street, Sheffield.
832	1882, Dec. 18	FOWLER, HENRY	95, Colmore Row, Birmingham.
921	1883, April 16	FRANKLIN, THOMAS	Ascot, near Wallingford.
922	1883, April 16	FRANKLIN, WILLIAM TAYLOR .	Ascot, near Wallingford.
1217	1884, Dec. 8	FREUER, WILLIAM	West Rudham, Swaffham, Norfolk.
734	1882, Feb. 13	FRYER, GEORGE	{ 17, Parliament Street, Hull, and Rose V Bishop Wilton, near York.
369	1875, Jan. 18	FRY, GEORGE FREDERICK . .	46, London Road, Dover, Kent.
1063	1884, Jan. 28	FULLER, ERNEST	98, Wimpole Street, W.
1040	1884, Jan. 14	FULLER, HARRY	83, High Street, Croydon.
775	1882, Mar. 13	FURBER, HERBERT	2, Warwick Court, Gray's Inn, W.C.
1064	1884, Jan. 28	FURBER, WILLIAM	2, Warwick Court, Gray's Inn, W.C.
417	1876, Jan. 10	GAIRDNER, EDWARD JAMES . .	27, Southampton Buildings, W.C.
761	1882, Feb. 27	GALE, JOSEPH JOHN	Market Place, Wallingford, Berks.
819	1882, Nov. 13	GALPIN, CHARLES ALEXANDER .	26, Cornmarket Street, Oxford.
820	1882, Nov. 13	GALPIN, JOHN	26, Cornmarket Street, Oxford.
55	1868, Jul. 6	GALSWORTHY, FREDERICK THOMAS	11, Waterloo Place, S.W.
735	1882, Feb. 13	GARDINER, EDWARD JAMES . .	110, Great Russell Street, W.C.
127	1868, Sep. 28	GARDINER, WILLIAM JAMES . .	110, Great Russell Street, W.C.
98	{ A. 1868, Jul. 27 } { F. 1883, Nov. 12 }	GARRARD, ARTHUR	66, Cannon Street, E.C.
688	1882, Jan. 16	GATER, CALEB WILLIAM . . .	Salisbury, Wilts.
935	1883, April 30	GERMAN, GEORGE	Ashby-de-la-Zouch, Leicestershire.
887	1883, Feb. 12	GERMAN, JOHN	Ashby-de-la-Zouch, Leicestershire.
381	1875, Feb. 1	GILBERT, WILLIAM HENRY } SAINSBURY	62, Old Broad Street, E.C.
569	1880, Feb. 2	GILLART, RICHARD	Machynlleth, Montgomeryshire.
213	1869, Dec. 6	GIRDWOOD, JAMES	18, Adam Street, Adelphi, W.C.
420	1876, Jan. 24	GLASIER, GEORGE HENRY } BROUGHAM	6, Spring Gardens, S.W.
1286	{ A. '85, Dec. 7 } { F. '86, May 17 }	*GODFREY, ROBERT	Valentine Road, King's Heath, near Birmingham.
989	1883, Dec. 17	GOODCHILD, JOSIAH	81, Finsbury Pavement, E.C.
314	{ A. '73, May 19 } { F. '78, Mar. 11 }	GORE, SPENCER W.	16, Whitehall Place, S.W.
478	{ A. '77, Feb. 12 } { F. '82, Dec. 18 }	GOTTO, FREDERICK EDWARD .	Stony Stratford, Bucks.
578	1880, Apr. 12	GOULDING, WILLIAM PURDHAM.	41, Moorgate Street, E.C.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
370	1875, Jan. 18	GRAHAM, WILLIAM	Victoria Chambers, Newport, Monmouthshire.
1218	1884, Dec. 8	GRAIN, ARTHUR TRESS	2, St. Andrew's Hill, Cambridge.
827	{ A. '82, Dec. 4 } { F. '85, Jan. 12 }	GRANT, JAMES	Dol-llys Cottage, Llanidloes, Montgomeryshire.
899	1888, Feb. 26	GRATTON, JOHN STERLAND . .	Midland Railway Station, Derby.
1260	1885, Mar. 9	GRAVES, WALTER	Winchester House, Old Broad Street, E.C.
690	1882, Jan. 16	GREEN, JAMES	22, Chancery Lane, W.C.
1188	1884, May 26	GREEN, SAMUEL	28 and 29, St. Swithin's Lane, E.C.
1087	1884, Feb. 11	GRELLIER, HARLEY MAIR . . .	17, Abchurch Lane, E.C.
371	1875, Jan. 18	GREY, CHARLES GREY	50, Parliament Street, S.W.
433	1876, Mar. 20	GWYTHER, WILLIAM WARLOW .	43, Lincoln's Inn Fields, W.C.
347	1874, Mar. 16	HADDOCK, ROLAND	{ 2, Abchurch Yard, E.C., and 21, High Street, Croydon, Surrey.
619	1881, May 2	HALL, ERNEST	166, Queen Street, Portsea, Hants.
517	1878, Dec. 9	HALL, JOHN GEORGE	1, Masbro' Road, West Kensington, W.
923	1883, April 16	HALL, WALTER	38, Chancery Lane, W.C.
1189	1884, May 26	HALLETT, WILLIAM BROWN . .	{ 11, Queen Victoria Street, E.C., and 278, Holloway Road, N.
691	1882, Jan. 16	HAMILTON, HENRY	64 & 65, Coleman Street, E.C.
1240	1885, Jan. 12	HANNEN, REGINALD ST. JOHN .	Fordingbridge, Salisbury.
1245	1885, Jan. 26	HANSON, AMOS	35, Church Street, St. Helen's, Lancashire.
642	1881, Dec. 19	HARDCASTLE, FREDERICK HENRY } APPLETON	{ 34, Southampton Street, Strand, W.C.
481	{ A. '77, Mar. 26 } { F. '82, Dec. 18 }	HARDING, EDWARD ERNEST . .	16, St. Paul's Churchyard, E.C.
363	1875, Jan. 4	HARDING, JOSEPH	49, Lune Street, Preston.
643	1881, Dec. 19	HARDING, SIDNEY LONGHURST .	St. Albans, Herts.
482	{ A. '77, Mar. 26 } { F. '82, Dec. 18 }	HARDING, WILLIAM DANIEL, . .	16, St. Paul's Churchyard, E.C.
1175	1884, May 19	HARMAN, JAMES AMBROSE . . .	75, Aldermanbury, E.C.
496	{ A. 1878, Jan. 28 } { F. 1883, Nov. 12 }	HARRINGTON, GEORGE FREDERICK	16, Abchurch Lane, E.C.
990	1883, Dec. 17	HARRIS, JAMES	Winchester, Hants.
263	1871, Feb. 27	HART, WILLIAM FREDERICK . .	Lambeth Waterworks, Brixton Hill, S.W.
312	1873, May 19	HASLAM, DRYLAND	17, Friar Street, Reading.
644	1881, Dec. 19	HAYWARD, HENRY	Dover, Kent.
1253	1885, Feb. 23	HAYWOOD, HENRY	9, West Street, Hereford.
54	1868, Jul. 6	HAYWOOD, WILLIAM, LIEUT.- COLONEL	{ Guildhall, E.C.
1254	1885, Feb. 23	HAYWOOD, WILLIAM MATTHEWS .	9, West Street, Hereford.
833	1882, Dec. 1	HEARD, HERBERT	Shepton Mallet, Somerset.
692	1882, Jan. 16	HEATON, GEORGE HERBERT . .	Endon, near Stoke-upon-Trent, Staffordshire.
617	1881, Apr. 4	HEBBLETHWAITE, LOUIS . . .	Conservancy Buildings, Hull.
1327	1886, Dec. 6	HEDLEY, JOHN HUNT	55, John Street, Sunderland.
1088	1884, Feb. 11	HEDLEY, ROBERT WILKIN . . .	31A, Colmore Row, Birmingham.
250	1871, Jan. 15	HEDLEY, THOMAS FENWICK . .	Sunderland.
620	1881, May 2	HEDLEY, THOMAS FENWICK, JUN.	Sunderland.

Dip. No.	Date of Election and of Transfer.		FELLOWS.	
1328	1886, Dec.	6	HENDRIKS, HENRY	25, Cannon Street, Birmingham.
1378	1887, Mar.	7	HEPPER, JOHN	East Parade, Leeds.
1219	1884, Dec.	8	HERBERT, ALLAN	The Market Place, Andover, Hants.
991	1883, Dec.	17	HERON, WILLIAM CHARLES . .	Uxbridge, Middlesex.
1065	1884, Jan.	28	HIGGINS, FREDERIC	Alford, Lincolnshire.
1311	1886, Mar.	22	HILL, WILLIAM BURROUGH . .	2, Albion Place, Southampton, Hants.
220	1870, Jan.	10	HILLIARD, GEORGE BRIDGE . .	Chelmsford, Essex.
1388	1887, Apr.	18	HILTON, JOHN	17, Montpelier Row, Blackheath.
671	{ A. 1881, Dec. 19 } { F. 1883, Nov. 12 }		HINE, GEORGE ERNEST	5, Waterloo Place, S.W.
900	1883, Feb.	26	HINE, GEORGE THOMAS	Victoria Street, Nottingham.
70	1868, Jul.	13	HIPPISLEY, EDWIN	Chamberlain Street, Wells, Somersetshire.
815	1882, May	22	HITCHCOX, WILLIAM	Victoria Chambers, Newport, Monmouthshire.
518	1878, Dec.	9	HOBGEN, FRANCIS NEALE . . .	East Street, Chichester.
888	1883, Feb.	12	HOBSON, FREDERICK WILLIAM .	20, Coleman Street, E.C.
519	1878, Dec.	9	HODSON, GEORGE	Town Hall, Loughborough.
793	1882, Apr.	24	HOLBECH, ROBERT NEVILLE . .	21, Bennett's Hill, Birmingham.
357	1874, Nov.	16	HOLDEN, JOHN	64, Cross Street, Manchester.
1155	1884, May	5	HOLIDAY, FREDERICK DEAN . .	Bicester, Oxfordshire.
1272	1885, Nov.	9	HOLME, JOHN	Owlet Ash, Milnthorpe, Westmoreland.
693	1882, Jan.	16	HOLMES, JAMES	23, Delamere Street, Ashton-under-Lyne.
794	1882, Apr.	24	*HORNE, WILLIAM EDGAR . . .	{ 84, Basinghall Street, E.C., and 17, Great Geo Street, S.W.
1390	1887, May	9	HORNOR, CHARLES JARED . . .	Queen Street, Norwich.
1391	1887, May	9	HORNOR, FRANCIS	Queen Street, Norwich.
1275	1885, Dec.	7	HORSEY, FREDERICK	11, Billiter Square, E.C.
11	1868, Jun.	15	HORSEY, THOMAS	11, Billiter Square, E.C.
174	1869, Feb.	22	HORSFALL, RICHARD	Halifax, Yorkshire.
645	1881, Dec.	19	HOVENDEN, THOMAS HENRY . .	181, Bishopsgate Street Without.
171	{ A. '69, Feb. 8 } { F. '83, Mar. 12 }		HUBBERTY, HENRY ALFRED . .	Buxton, Derbyshire.
936	1883, Apr.	30	HUDSON, ARTHUR BYRNE . . .	19, Bennet's Hill, E.C.
1118	1884, Mar.	10	HUDSON, JAMES	Lowther, Penrith, Cumberland.
128	1868, Sep.	28	HUDSON, WILLIAM	{ Hope Lodge, 181, Grove Lane, Camberwell, a 19, Bennet's Hill, E.C.
776	1882, Mar.	13	HULL, CHARLES	Euston Station, London, N.W.
175	1869, Feb.	22	HUMPHREYS, CHARLES	{ 6, Crosby Square, Bishopsgate Street With E.C.
627	1881, Dec.	5	HUMPHREYS, HENRY	Woodhouse, Loughborough, Leicestershire.
12	1868, Jun.	15	HUNT, SIR HENRY ARTHUR, C.B.	45, Parliament Street, S.W.
353	1874, May	11	HUNT, HENRY ARTHUR, JUN. . .	45, Parliament Street, S.W.
181	1869, Mar.	8	HUNT, JOSIAH	6, Queen Anne's Gate, S.W.
326	1874, Jan.	19	HUSKINSON, WILLIAM LAMBE . .	The Manor House, Epperstone, Nottingham.
1220	1884, Dec.	8	HUSSEY, FRANK TOOZE	{ The Grove, Cheddon Fitzpaine, Taunt Somerset.

Dip. No.	Date of Election and of Transfer.	FELLOWS,	
37	1868, Jun. 15	L'ANSON, EDWARD (Past-President)	7A, Laurence Pountney Hill, E.C.
563	1880, Jan. 19	L'ANSON, EDWARD BLAKEWAY	7A, Laurence Pountney Hill, E.C.
1137	1884, Apr. 21	INGE, CHARLES HENRY	Broom Leasoe, Whittington, Lichfield.
905	{ A. '73, Feb. 10 } { F. '82, Jan. 16 }	INGRAM, WALTER FIELDE	Firle, Lewes, Sussex.
834	1882, Dec. 18	INMAN, MARSHALL NISBET	7, Bedford Row, W.C.
835	1882, Dec. 18	INNOCENT, CHARLES JOHN	Sheffield.
570	1880, Feb. 16	JACKSON, CHARLES	25, Brazennose Street, Manchester.
209	1869, Jul. 26	JACKSON, FREDERICK	Nottingham.
1302	1886, Jan. 25	JEANS, MARK	Marlborough, Wilts.
736	1882, Feb. 13	JENKINSON, WILLIAM WILBER- FORCE	} 6, Moorgate Street, E.C.
992	1883, Dec. 17	JEUDWINE, WILLIAM WYNNE	
963	{ A. '83, May 25 } { F. '85, Jan. 26 }	*JOHNSON, HENRY	37, Walbrook, E.C.
195	{ A. '69, Apr. 5 } { F. '78, Feb. 25 }	JONAS, HENRY	4, Whitehall, S.W.
95	1863, Jul. 27	JONAS, JOHN CARTER	27, Market Hill, Cambridge.
1265	1885, Apr. 20	JONES, CHARLES	Normanhurst, Ealing.
777	1882, Mar. 13	JONES, CHARLES FREDERICK	Eldon Chambers, 30, Fleet Street, E.C.
694	1882, Jan. 16	JONES, CHARLES JENKIN	25, Queen Anne's Gate, S.W.
964	{ A. '83, May 25 } { F. '86, Dec. 6 }	*JONES, HENRY ARTHUR	53, Maida Vale, W.
308	1873, Apr. 21	JONES, HENRY PARR	Portway House, Warminster.
646	1891, Dec. 19	JONES, JAMES WILLIAM	54, Caledonian Road, Leeds.
1349	1887, Jan. 10	JONES, WALTER BUTLER CLOUGH	Mynydd, E lnyfedyd, Criccieth, North Wales.
1106	1884, Feb. 25	JOYCE, JOHN HALL	Blackfordly, near Burton-on-Trent.
993	1883, Dec. 17	JUR0, WILLIAM	10, Oxford Street, Southampton
412	{ A. '75, Dec. 13 } { F. '87, Mar. 21 }	KAYE, JOHN EDWARD	Grove Hall, Wakefield, Yorkshire.
1190	1884, May 26	KEDGLEY, CHARLES	Hibernia Chambers, London Bridge, S.E.
580	1880, Nov. 8	KEIRLE, ROBERT	111, Victoria Street, S.W.
975	1883, Nov. 12	KEMSLEY, JOSEPH WILLIAM	Woodford, Essex.
1191	1884, May 26	KENT, GEORGE EDWARD	Glendore, Clarendon Road, Southsea, Hants.
873	1883, Jan. 29	KING, FRANK HULME	Horsham, Sussex.
1192	1884, May 26	KING, HENRY	Stourbridge, Worcestershire.
1193	1884, May 26	KING, THOMAS	Pembroke House, Portsmouth, Hants.
191	1869, Mar. 22	KING, SIR WILLIAM DAVID	Lynwood, Waverley Road, Southsea, Hants.
808	1882, May 8	KINGSTON, SAMUEL	Spalding, Lincoln.
129	1863, Sep. 28	KNOLLYS, JAMES EDWARD	Fitzhead Court, Taunton, Somerset.
264	1871, Feb. 27	KNOWLES, WILLIAM	Albion Chambers, King Street, Gloucester.
107	1868, Aug. 3	LAMBERT, WILLIAM	1, New Broad Street, E.C.
446	1876, Apr. 24	LANE, CECIL NEWTON	Whiston Hall, Shifnal, Salop.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
762	1882, Feb. 27	LANGRIDGE, GEORGE	Public Rooms, Tunbridge Wells, Kent.
600	1881, Jan. 24	LANSDOWN, GEORGE	5 & 7, Warwick Street, Charing Cross, S.W.
145	1868, Nov. 9	LAURANCE, JOHN	Sexton Barns, Peterboro'.
1089	1884, Feb. 11	LAW, EDMUND	29, Abington Street, Northampton.
513	1878, Nov. 11	LEANE, GEORGE HENRY	21, Queen Anne's Gate, S.W.
60	{ A. '68, July 6 } { F. '82, May 8 }	LEE, CHARLES WILLIAMS	8, Adelphi Terrace, W.C.
332	1874, Feb. 2	LEE, FREDERICK	6, Great College Street, S.W.
1090	1884, Feb. 11	LEE, WILLIAM	143½, High Street, Guildford, Surrey.
229	1870, Feb. 7	LEES, JOHN	Reigate, Surrey.
836	1882, Dec. 18	LEMON, JAMES	Southampton.
717	1882, Jan. 30	LEPPER, JOHN HARRAGE	Town Hall, Bromley, Kent.
298	{ A. '73, Jan. 27 } { F. '82, Apr. 24 }	LERMIT, ALFRED WILLIAM	Singapore, Straits Settlements.
1156	1881, May 5	LE ROSSIGNOL, FRANCIS	1, Gresham Buildings, Basinghall Street, E.C.
1176	1884, May 19	LEATHERIDGE, WALTER	1, Leigham Villas, Plymouth.
763	1882, Feb. 27	LEWIS, FRANCIS THEODORE	95, Gresham Street, E.C.
647	1881, Dec. 19	LIGHTFOOT, FRANCIS LOWRY	3, Old Palace Yard, S.W.
901	1883, Feb. 26	LIGHTFOOT, HENRY LE BLANC	Lower Lawn, Tisbury, Salisbury.
1361	1887, Jan. 24	LINES, RICHARD SAMUEL	103, Hammersmith Road, W.
737	1882, Feb. 13	LITTLE, WILLIAM CUTLACK	Stag's Holt, March, Cambridgeshire.
648	1881, Dec. 19	LOCK, WILLIAM HENRY	Instow, North Devon.
393	1875, Mar. 15	LOFTS, HENRY	130, Mount Street, Grosvenor Square, W.
1138	1884, Apr. 21	LOOKER, JOHN	High Street, Huntingdon.
424	1876, Feb. 7	LOVEJOY, ALFRED	35, Bucklersbury, E.C.
738	1882, Feb. 13	LOWE, CHARLES HARLOWE	Hampstead Vestry Hall, Haverstock Hill, N.W.
205	1869, Jul. 12	LYE, JOHN GAUNT	{ 1, St. Helen's Terrace, The Park, Hastings, S.E. 8, Lancaster Place, W.C.,
425	1876, Feb. 7	MCCALL, GEORGE	33, Victoria Chambers, Market Place, Blackburn.
161	1869, Jan. 25	MANN, CHARLES JOHN	29, Great George Street, S.W.
373	1875, Jan. 18	MANN, ROBERT WILKS	12, Lower Grosvenor Place, S.W.
1362	1887, Jan. 24	MARGETTS, JOHN WILLIAM	12, High Street, Warwick.
192	1869, Mar. 22	MARR, JAMES	8, Adam Street, Adelphi, W.C.
626	{ A. '81, Nov. 14 } { F. '84, Nov. 24 }	MARSHALL, LIONEL HASLER	Chippenham, Wilts.
976	1883, Nov. 12	MARTIN, GEORGE DENNIS	124-127, Mansion House Chambers, E.C.
434	1876, Mar. 20	MARTIN, GILSON	Chatsworth, Chesterfield.
364	1875, Jan. 4	MARTIN, HOWARD	{ 27, Chancery Lane, W.C., and Bolney Gran Havelock Road, Croydon.
230	1870, Feb. 7	MARTIN, JAMES	Wainfleet, Lincolnshire.
		(Member of Council)	
704	{ A. '82, Jan. 16 } { F. '84, Jan. 28 }	MARTIN, WALTER	Wainfleet, Lincolnshire.
1091	1884, Feb. 11	MASON, WILLIAM ARTHUR	31A, Colmore Row, Birmingham.
403	1875, May 10	MASON, WILLIAM LUDLAM	The High Holme, Louth, Lincolnshire.
696	1882, Jan. 16	MASTERMAN, GEORGE HUGHES	37, Walbrook, E.C.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
994	1883, Dec. 17	MATHEWS, GEORGE SPENCER	15, Waterloo Street, Birmingham.
995	1883, Dec. 17	MATHEWS, JOSEPH DOUGLAS	11, Dowgate Hill, E.C.
39	1863, Jun. 15	MATHEWS, WILLIAM	15, Waterloo Street, Birmingham.
1066	1884, Jan. 23	MATTHEWS, WILLIAM	8, Delahay Street, S.W.
718	1882, Jan. 30	MAYLARD, CHARLES GRASON	21, King William Street, Strand, W.C.
887	1882, D. c. 18	MAYNARD, EDWARD	College Chambers, The Green, Richmond, Surrey.
552	1879, Dec. 8	MELLERSH, ALFRED WILLIAM	Godalming, Surrey.
1379	1887, Mar. 7	MENZIES, WILLIAM	Egham, Surrey.
764	1882, Feb. 27	MESSINGER, WILLIAM HARRY	Hullbrook, Guildford, Surrey.
1223	1884, Dec. 8	*MICHELMORE, ALFRED	Berry House, Totnes, Devon.
1371	1887, Feb. 21	MILES, MATTHEW	55, Chancery Lane, W.C.
697	1882, Jan. 16	MILLAR, CHARLES WILLIAM	14, Grafton Street, W.
1177	1884, May 19	MILLS, SAMUEL MEALING	Orford Hill, Norwich.
1305	1886, Feb. 22	MILLS, WILLIAM EDWARD	49, Hamilton Square, Birkenhead.
477	1877, Feb. 12	MINTER, WILLIAM	81, Bondgate, Darlington.
1194	1884, May 26	MONIER-WILLIAMS, STANLEY FAITHFULL	} 18 & 19, Gt. St. Helen's, E.C.
1119	1884 Mar. 10	MORRIS, HERBERT	
456	1876, Nov. 13	MORRIS, JOHN WARRINGTON	Lewes, Sussex.
607	1881, Feb. 7	MORTIMER, JOHN CAMDEN	Gracechurch Buildings, Gracechurch Street, E.C.
778	1882 Mar. 13	MULLETT, FREDERICK AUGUSTUS	5, Great Queen Street, S.W.
765	1882, Feb. 27	MUNRO, PHILIP	Albion House, Hyde Park Square, W.
520	1878, Dec. 9	MURPHY, EDMUND	Bank Chambers, Corn Street, Bristol.
996	1883, Dec. 17	MURRAY, ROBERT LITTLE	Dunfanaghy, Letterkenny, Ireland.
809	1882, May 8	MYNORS, WALTER CHARLES TOWERS	} 15, Cheapside, Bradford.
164	{ A. '69, Jan. 25 } { F. '82, Mar. 13 }	NASH, ALFRED JAMES	Little Ingestre, Stafford.
349	1874, Apr. 13	NAYLOR, ARTHUR MILLINGTON	Farnham, Surrey.
139	1868, Nov. 2	NEALE, CHARLES JAMES	3, Old Palace Yard, S.W.
581	1879, Feb. 3	NEAME, FREDERICK, JUN.	High Oakham, Mansfield, Notts.
795	1882, Apr. 24	NEATE, ARTHUR WEBB	Macknade, Faversham, Kent.
1314	1886, May 3	NEVE, HERBERT	Hungerford, and Market Place, Newbury, Berks.
414	{ A. '75, Dec. 13 } { F. '82, Feb. 27 }	NEVILLE, HENRY WILLIAM	Hole Park, Rolvenden, Kent.
1276	1885, Dec. 7	NEWMAN, ARTHUR HARRISON	} Broughton Estate Office, 8, John Dalton Street, Manchester.
289	1872, Dec. 9	NEWMAN, FRANCIS	
566	{ A. '80, Jan. 19 } { F. '82, Apr. 12 }	NEWMARCH, HENRY CHARLES	19A, Tooley Street, London Bridge.
1041	1884, Jan. 14	NEWSAM, SAMUEL WATERHOUSE	Ryde, Isle of Wight.
739	1882, Feb. 13	NEWSON, HARRY CARSS	35, Lincoln's Inn Fields, W.C.
374	1875, Jan. 18	NICHOLS, DANIEL CUBITT	13, Bond Street, Leeds.
401	1875, Apr. 26	NOCKOLDS, MARTIN	57, Lincoln's Inn Fields, W.C.
1264	1885, Mar. 23	NOEL, BYRON BRUCE	3, Howard Street, Strand, W.C.
			Saffron Walden, Essex.
			East Horsley, Leatherhead.

Dip. Date of Election
No. and of Transfer.

FELLOWS.

435	1876, Mar. 20	NORMAN, JAMES MAURICE	Uxbridge, Middlesex.
182	1869, Mar. 8	NORMAN, WILLIAM	8, Spring Gardens, S.W.
85	1868, Jul. 20	NORTH, GEORGE	Palace Chambers, 9, Bridge Street, S.W.
958	1883, May 25	*NORTH, GEORGE FREDERIC	Wroxton Estate Office, near Banbury, Oxon.
255	1871, Feb. 18	NOTLEY, RICHARD ALBERT	80, Cornhill, E.C.
698	1882, Jan. 16	NOTLEY, ROBERT PLEDGE	35, Bucklersbury, E.C.
676	{ A. '81, Dec. 19 } { F. '87, Feb. 7 }	NOTTAGE, WILLIAM GRIGGS	High Street, Windsor.
59	1868, Jul. 6	OAKLEY, CHRISTOPHER	10, Waterloo Place, S.W.
		<i>(Member of Council)</i>	
486	1877, Apr. 30	OAKLEY, WILLIAM	10, Waterloo Place, S.W.
650	1881, Dec. 19	OBORNE, ALFRED WILLIAM	{ 9, Moorgate Street, E.C., and Wimbledon P. Surrey.
1306	1886, Feb. 22	ORGILL, JOHN BERWICK	21, Hart Street, Bloomsbury Square, W.C.
740	1882, Feb. 13	OSBORN, RICHARD	153, Fenchurch Street, E.C.
183	1869, Mar. 8	OWEN, THOMAS RULE	High Street, Haverfordwest, Pembrokeshire.
1042	1884, Jan. 14	PAGE, ROBERT	9, Denman Street, London Bridge, S.E.
406	{ A. '75, Nov. 8 } { F. '81, April 4 }	PAIN, COARD SQUAREY	{ 14, North John Street, Liverpool, and 5, toria Street, Westminster, S.W.
838	1882, Dec. 18	PALMER, ALFRED	8, Lancaster Place, W.C.
1815	1886, May 3	PARK, WILLIAM PHILIP	22, Guildhall Street, Preston, Lancashire.
1388	1887, Mar. 21	PARKER, CHARLES ALFRED	43, Finsbury Circus, E.C.
1269	1885, May 18	PARKER, JOHN	Mansion House, Hereford.
628	{ A. '81, Dec. 5 } { F. '84, Nov. 24 }	PARKIN, JOHN ROBERT	Idridgehay, near Derby.
965	1883, Jan. 15	PARMETER, FRANK	{ South View House, West Parade, Newcastle- Tyne.
1195	1884, May 26	PARNELL, ROBERT	Oundle, Northamptonshire.
910	1883, Mar. 12	PARR, SAMUEL	7, Finsbury Square, E.C.
288	1872, Dec. 9	PARSONS, HENRY	Misterton, Crewkerne, Somerset.
405	1875, Nov. 8	PATERSON, ROBERT	10, Hanover Street, Edinburgh.
601	1881, Jan. 24	PATTISSON, JACOB LUARD	6, Sussex Gardens, Hyde Park, W.
1157	1884, May 5	PAXTON, EDWARD HAYTON	Bicester, Oxfordshire.
583	1880, Dec. 13	PAYNE, ALEXANDER	4, Storey's Gate, S.W.
719	1882, Jan. 30	PAYNE, FREDERICK	Town Hall, Bromley, Kent.
1363	1887, Jan. 24	PECK, HENRY WILLIAM	6, Poultry, E.C.
1270	1885, May 18	PECK, WILLIAM ROLAND	National Liberal Club, Trafalgar Square, S.W.
889	1883, Feb. 12	PEEBLES, ALEXANDER	3, Salters' Hall Court, E.C.
21	1868, Jun. 15	PENFOLD, JOHN WORNHAM	29, Great George Street, S.W.
		<i>(Honorary Secretary)</i>	
452	1876, May 8	PEPPERCORN, JOHN HUTCHINSON	Manor House, Eaton Socon, St. Neots.
1252	1885, Feb. 9	*PETO, JAMES WINDER	37, Freeland Road, Bromley, Kent.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
428	1876, Feb. 21	PHILLIPS, FREDERICK HAMILTON	{ Glamorganshire County Roads Surveyor's Office, Ely, near Cardiff.
1043	1884, Jan. 14	PICKERING, WILLIAM CLOVES	Ivy House, Whitford, Holywell, N. Wales.
661	1881, Dec. 19	PICKSTOCK, JOHN	Castle Hill, Winchester, Hants.
968 { A. '83, May 25 } F. '86, Dec. 6 }		*PILDITCH, PHILIP EDWARD	17, Parliament Street, S.W.
1196	1884, May 26	POLLARD, HARRY EMANS	14, Duke Street, Adelphi, W.C.
997	1883, Dec. 17	POPPLEWELL, WILLIAM WILLOTT	{ Victoria Chambers, Southampton Buildings, W.C., and Imperial Chambers, Derby.
699	1882, Jan. 16	PORTER, ALFRED	109, Grange Road, Bermondsey, S.E.
558	1880, Jan. 5	POTTS, JOSEPH, JUN.	North Cliff, Roker, Sunderland.
224	1870, Jan. 24	POUNDLEY, JOHN EDWARD	Black Hall, Kerry, Montgomeryshire.
487	1877, May 14	POWELL, EVAN	Broomcliffe, Llanidloes, Montgomeryshire.
342 { A. '74, Feb. 16 } F. '80, Nov. 22 }		POWELL, REGINALD HENRY	St. Swithun's Lane, High Street, Lewes, Sussex.
490	1877, Dec. 10	POWNALL, GEORGE HARRY	29, Parliament Street, S.W.
1273	1885, Nov. 9	PUNCHARD, FREDERICK	{ Underley Estate Office, Kirkby Lonsdale, Westmoreland.
1224	1884, Dec. 8	PYM, GEORGE EDWIN	Doods, Reigate, Surrey.
796	1882, Apr. 24	RABY, JOSEPH WALKER	78, Cross Street, Manchester.
625	1881, Nov. 14	RABY, WILLIAM	78, Cross Street, Manchester.
902	1883, Feb. 26	RAWLENCE, ERNEST ALFRED	Tower House, Salisbury.
231	1870, Feb. 7	RAWLENCE, JAMES	Salisbury, Wilts.
134	1868, Oct. 26	RAYNBIRD, HUGH EDWARD	Basingstoke, Hants.
1139	1884, Apr. 21	READ, GEORGE HUNTLY	27, Albany Street, N.W.
839	1882, Dec. 18	REDDALL, DAVID GADSDEN	10, South Street, Finsbury, E.C.
584	1880, Dec. 13	REES, WILLIAM ANDREW	7, Cornhill, E.C.
544	1879, Apr. 28	REES, WILLIAM GEORGE	Holly House, Newport, Monmouthshire.
1044	1884, Jan. 14	REEVES, BENJAMIN AUSTEN	27, Chancery Lane, W.C.
514	1878, Nov. 11	REID, PATRICK SANDEMAN	20, John Street, Adelphi, W.C.
937	1883, April 30	RENDELL, ARTHUR STEPHEN	Homefield, Coffinswell, Newton Abbot.
172 { A. '69, Feb. 8 } F. '82, Feb. 13 }		REX, WILLIAM	{ 36, Chancery Lane, W.C., and 311, Kentish Town Road, N.W.
458 { A. '76, May 8 } F. '81, Dec. 6 }		RICH, ROBERT	Weston Birt, near Tetbury, Gloucestershire.
890	1883, Feb. 12	RICHARDS, ALFRED	8, New Broad Street, E.C.
1197	1884, May 26	RICHARDS, HENRY BRINLEY	20, Coleman Street, E.C.
461	1876, Dec. 18	RICHARDSON, JOHN	Methley Park, Leeds.
303	1873, Feb. 10	RICKMAN, THOMAS MILLER	8, Montague Street, Russell Square, W.C.
		(Member of Council)	
914	1883, April 2	RIDDLE, FREDERICK HENRY	{ 15, Dornton Road, Balham, S.W.
		BRIMBLE	
724 { A. '82, Jan. 30 } F. '83, Jan. 29 }		RIGDEN, HENRY WILLIAM	Salisbury, Wilts.
120	1868, Aug. 17	ROBERTS, RICHARD	42, New Broad Street, E.C.
72	1868, Jul. 13	ROBINS, EDWARD COOKWORTHY	46, Berners Street, Oxford Street, W.
603	1881, Jan. 24	ROBINS, WILLIAM HENRY	82A, New Street, Birmingham.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
1350	1887, Jan. 10	ROBINSON, CHARLES EDWARD .	38, Bucklersbury, E.C.
618	1881, Apr. 4	ROBINSON, HENRY	7, Westminster Chambers, S.W.
810	1882, May 8	ROBINSON, NATHANIEL WISHART	Marlowes, Hemel Hempstead, Herts.
291	1872, Dec. 9	ROBSON, EDWARD ROBERT . .	{ Palace Chambers, 9, Bridge Street, S.W., 6, St. Germain's Place, Blackheath, S.E.
602	1881, Jan. 24	ROGERS, EDWARD PHIPPARD GEORGE	
825	1882, Dec. 4	ROGERS, ERNEST EDWARD . .	1, Prince of Wales Road, Norwich.
1225	1884, Dec. 8	ROGERS, WILLIAM BENNETT .	78, Gloucester Road, South Kensington, S.W.
361	{ A. '74, Dec. 7 } { F. '76 Jan. 24 }	ROLLESTON, JOHN FOWKE LANCELOT	{ Grey Friars, Leicester.
980	{ A. '83, Nov. 12 } { F. '87, Jan. 10 }	ROPER, WILLIAM	
125	1868, Aug. 31	ROSSER, WILLIAM	Llanely, Carmarthen.
507	1878, Apr. 8	ROWE, RICHARD REYNOLDS . .	Park House, Cambridge.
315	{ A. '73, Dec. 8 } { F. '75, Nov. 8 }	RUSHWORTH, EDMUND WALTER	22, Savile Row, W.
1261	1885, Mar. 9	RUTHERFORD, JAMES	Kirk-leatham, Redcar, Yorkshire.
998	1883, Dec. 17	RUTLEY, CHARLES	11, Dowgate Hill, E.C.
466	{ A. '76, Dec. 8 } { F. '80, Nov. 8 }	RYDE, ARTHUR LYON	29, Great George Street, S.W.
16	1868, Jun. 15	RYDE, EDWARD	29, Great George Street, S.W.
(Past-President)			
421	1876, Jan. 24	SADLER, GEORGE WILLIAM . .	467, High Street, Cheltenham.
256	1871, Feb. 18	ST. QUINTIN, PERRY	37, Threadneedle Street, E.C.
1384	1887, Mar. 21	SAMUEL, WILLIAM JOHN . .	Newport Pagnell, Bucks.
397	1875, Apr. 26	SANDAY, GEORGE HENRY . .	Langdale Lodge, Adkin Road, Clapham Park, S.
741	1882, Feb. 18	SANDERS, THOMAS	Cheltenham.
458	1876, Nov. 27	SANDY, HENRY	Newport Road, Stafford.
167	1869, Feb. 8	SAUNDERS, CECIL GEORGE . .	5, Agar Street, Strand, W.C.
177	1869, Feb. 22	SAUNDERS, EDWARD	6, Bishopsgate Street Without, E.C.
121	1863, Aug. 17	SAVILL, ALFRED	39, New Broad Street, E.C., and Chigwell, Ess.
526	1879, Jan. 6	SCARGILL, ALFRED	11, East Parade, Sheffield.
333	1874, Feb. 2	SCARTH, WILLIAM T.	Raby Castle, Darlington.
1385	1887, Mar. 21	SCOTT, HENRY LACY	Bury St. Edmund's, Suffolk.
629	{ A. '81, Dec. 5 } { F. '82, Apr. 24 }	SCOVELL, JOHN	Batsford, Moreton-in-the-Marsh, Gloucestersh.
392	1875, Mar. 1	SEARLE, FRANCIS WILLIAM . .	Ferndell, Bush Hill Park, Enfield.
534	1879, Mar. 3	SELBY, CHARLES FREDERIC . .	19, Queen Anne's Gate, S.W.
823	{ A. '82, Nov. 13 } { F. '86, May 3 }	SEYMOUR, RICHARD ARTHUR HAMILTON	{ Preston Hall Farm, Aylesford, Kent.
390	1875, Mar. 1	SHACKEL, GEORGE	
431	1876, Mar. 6	SHAW, JOHN	College Place, Derby.
(Member of Council.)			
999	1883, Dec. 17	SHEPPARD, OSBORNE	Glynelydach, Neath.
658	1881, Dec. 19	SHERLOCK, CORNELIUS	63, South John Street, Liverpool.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
316	1886, May 8	SHERRIN, JOHN LESTER . . .	1, Basinghall Street, E.C.
474	{ A. '77, Jan. 29 } { F. '80, Nov. 8 }	SHOPPEE, CHARLES HERBERT . . .	22, John Street, Bedford Row, W.C.
74	1868, Jul. 18	SHOPPEE, CHARLES JOHN . . . (Vice-President)	61, Doughty Street, W.C.
604	{ A. '81, Jan. 24 } { F. '83, May 21 }	*SILCOCK, THOMAS BALL . . .	14, Abbey Churchyard, Bath.
720	1882, Jan. 30	SIMMONDS, FREDERICK . . .	Parkside, Englefield Green, Surrey.
903	1883, Feb. 26	SIMMS, WALTER . . .	27, Albany Street, N.W.
282	1872, Apr. 22	SLATER, GEORGE . . .	Canterbury.
593	{ A. '80, Dec. 12 } { F. '83 April, 30 }	SMALLPEICE, GEORGE BAKER . . .	9 and 10, Tokenhouse Yard, E.C.; and Guildford.
135	1868, Oct. 26	SMELLIE, THOMAS DAVIES . . .	209, St. Vincent Street, Glasgow.
122	1868, Aug. 17	SMITH, CHARLES BOVILL . . .	Wickham, Hants.
283	{ A. '70, Mar. 21 } { F. '78, Mar. 11 }	SMITH, CHARLES JOHN . . .	16, Whitehall Place, S.W.
454	{ A. '76, May 8 } { F. '81, Dec. 6 }	SMITH, HENRY . . .	8, John Street, Adelphi, W.C.
400	{ A. '75, Apr. 26 } { F. '81, Jan. 24 }	SMITH, HENRY HERBERT . . .	Chippenham, Wilts, and 7, Whitehall Place, S.W.
955	1883, May 25	SMITH, JOSEPH . . .	15, Cheapside, Bradford, Yorkshire.
256	1885, Feb. 23	*SMITH, WILLIAM . . .	Rushford, Evesham, Worcestershire.
708	{ A. '82, Jan. 16 } { F. '86, Mar. 8 }	SMITH, WILLIAM CHARLES HENRY ALSTON . . .	{ 15, Waterloo Street, Birmingham.
1372	1887, Feb. 21	SMYTH-RICHARDS, GEORGE COB- LEY . . .	{ Wistlandpound, and 6, Castle Street, Barnstaple, Devon.
146	1868, Nov. 9	SOUTHWELL, CHARLES JOSIAH . . .	9, Whitehall Place, S.W.
96	1868, Jul. 27	SPACKMAN, HENRY . . .	6, Terrace Walks, Bath.
1107	1884, Feb. 25	SPURLING, HENRY . . .	Shotley, near Ipswich, Suffolk.
42	1868, Jun. 15	SQUAREY, ELIAS PITTS . . . (Vice-President)	{ The Moot, Downton, Salisbury, and 22, Great George Street, S.W.
067	1884, Jan. 28	SQUIRE, RICHARD . . .	2, Pont Street, Belgrave Square, S.W.
277	1885, Dec. 7	*STACEY, HARRIE . . .	Station Road, Redhill, Surrey.
268	1885, May 4	STAFFORD, ROBERT BARRY . . .	83, High Street, Bedford.
840	1882, Dec. 18	STANGER, CALEB . . .	21, Finsbury Pavement, E.C.
43	1868, Jun. 15	STATTER, THOMAS . . .	Standhall, Whitefield, Manchester.
469	1877, Jan. 15	STENNING, ALEXANDER ROSE . . .	121, Cannon Street, E.C.
529	{ A. '79, Jan. 6 } { F. '82, Nov. 13 }	STEPHENSON, CHARLES WILLIAM . . .	38, Parliament Street, S.W.
422	1876, Jan. 24	STEPHENSON, CHRISTOPHER . . .	Naworth Estate Office, Brampton, Cumberland.
198	1884, May 26	STEVENS, WILLIAM CHARLES . . .	22, Savile Row, W.
97	1868, Jul. 27	STEWART, HERBERT THOMAS . . .	45, Parliament Street, S.W.
938	1883, April 30	STOCK, HENRY . . .	9, Denman Street, London Bridge, S.E.
354	1881, Dec. 19	STONER, ALFRED . . .	8, Blomfield Street, E.C.
108	1884, Feb. 25	STRUDWICK, HAYWARD JAMES . . .	{ Montague Chambers, 10 & 11, Bedford Street, Strand, W.C.
355	1881, Dec. 19	STRUDWICK, WILLIAM HENRY . . .	14, Parliament Street, S.W.
87	1868, Jul. 20	STURGE, ROBERT FOWLER . . .	34, Corn Street, Bristol.
18	1868, Jun. 15	STURGE, WILLIAM . . . (Past-President)	34, Corn Street, Bristol.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
1278	1885, Dec. 7	SWETTENHAM, WILLIAM NORMAN	The Old School House, Shrewsbury.
1287	1885, Feb. 28	SWORDER, HUGH	High Street, Epping, Essex.
1068	1884, Jan. 28	SYMONS, PHILIP	Fore Street, Totnes, Devon.
1817	1886, May 3	TANNER, HENRY	H.M. Office of Works, Whitehall Place, S.W.
1092	1884, Feb. 11	TANNER, JAMES MELHUISE . .	Wembworthy, North Devon.
677	{ A. '81, Dec. 19 } { F. '86, Jan. 25 }	*†TARRANT, WALTER	9, Dalberg Road, Brixton, S.W.
283	{ A. '70, Feb. 7 } { F. '78, Jan. 28 }	TATHAM, GEORGE HENRY . . .	23, Southampton Buildings, Chancery Lane
1364	1887, Jan. 24	TAYLOR, EDWARD FERGUSSON .	New Barnet, Herts, and 55, Chancery Lane
678	{ A. '81, Dec. 19 } { F. '87, Feb. 7 }	TAYLOR, JOHN WILLIAM . . .	33, Westgate Road, Newcastle-on-Tyne.
1069	1884, Jan. 28	TEWSON, EDWARD	80, Cheapside, E.C.
859	{ A. '82, Dec. 18 } { F. '85, Jan. 12 }	TEWSON, EDWARD ARTHUR . .	80, Cheapside, E.C.
924	1883, April 16	THEOBALD, HENRY WELLS DEW- HURST	} 110, Great Russell Street, W.C.
329	1874, Jan. 19	THOMAS, JOSIAH	
841	1882, Dec. 18	THOMPSON, ARTHUR EDWARD .	Leadenhall Buildings, E.C.
656	1881, Dec. 19	THOMPSON, EDWARD JAMES . .	The Willows, Moss Lane, Timperley, Mancl
1329	1886, Dec. 6	THOMSON, WILLIAM CUNNINGHAM	Estate Office, Connington, Peterborough.
1000	1883, Dec. 17	THORPE, WILLIAM	Nailstone, Hinchley.
657	1881, Dec. 19	THURGOOD, HERBERT JOHN . .	27, Chancery Lane, W.C.
494	1878, Jan. 14	THURSFIELD, THOMAS HOWELLS	Barrow, Brosely, Shropshire.
45	1868, Jun. 15	THYNNE, EDWARD LEWIS . . .	11, Great George Street, S.W.
155	1869, Jan. 11	THYNNE, FREDERICK GEORGE .	11, Great George Street, S.W.
1070	1884, Jan. 28	THYNNE, GUY HARRY	11, Great George Street, S.W.
742	1882, Feb. 18	TIFFEN, JOSEPH	Conservancy Buildings, Hull.
1373	1887, Feb. 21	TINDALL, CHARLES WILLIAM .	Scawby, Brigg, Lincolnshire.
1241	1885, Jan. 12	TODD, WILLIAM HENRY	County Buildings, Hull.
376	1875, Jan. 18	TOLLEY, JAMES	66, Cannon Street, E.C.
472	1877, Jan. 29	TOOTELL, JOSEPH, JUN.	13, King Street, Maidstone, Kent.
767	1882, Feb. 27	TOOTELL, RICHARD WILLIAM .	11, Queen Victoria Street, E.C.
478	1877, Jan. 29	TOOTELL, JOSEPH	Maidstone, Kent.
766	1882, Feb. 27	TOOTELL, CHARLES	13, King Street, Maidstone, Kent.
447	1876, Apr. 24	TOWER, BROWNLOW RICHARD CHRISTOPHER	} Bridgewater Estate Office, Ellesmere, Salop
972	{ A. '83, May 25 } { F. '86, Dec. 6 }	*†TREADWELL, HENRY JOHN . .	
1001	1883, Dec. 17	TRETHEWY, HENRY	Silsoe, Ampthill, Beds.
1292	1886, Jan. 11	TRIST, JOHN WILLIAM	62, Old Broad Street, E.C.
355	1874, May 11	TROLLOPE, CHARLES BROWN . .	13, Parliament Street, S.W.
1140	1884, Apr. 21	TROUTBECK, ROBERT	Maidstone, Kent.
92	1868, Jun. 15	TRUMPER, RICHARD	23, Lincoln's Inn Fields, W.C.
110	1868, Aug. 3	TUCKETT, PHILIP DEBELL . . .	10A, Old Broad Street, E.C.

† Institution Prizeman, 1881,

† Driver Prize, 1883.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
521	1878, Dec. 9	TUNLEY, GEORGE	14, Clement's Lane, E.C.
1199	1884, May 26	TURNBULL, THOMAS JOHN . .	Wimborne St. Giles, near Cranborne, Dorset.
904	1883, Feb. 26	TURNER, FREDERICK JOHN . .	Mansfield-Woodhouse, Mansfield, Notts.
1071	1884, Jan. 28	TURNER, JOHN	The Grange, Ulceby, Lincolnshire.
168	1869, Feb. 8	TURNER, WILLIAM	1, Butter Market, Ipswich, Suffolk.
548	1879, May 12	TURNER, WILLIAM WEBB . .	9, Clinton Place, Seaford, Sussex.
1246	1885, Jan. 26	TURNOR, EXSUPERIUS WESTON .	The Green, Stafford.
905	1883, Feb. 26	VAIZEY, JOHN GEORGE . . .	{ Bocking, Braintree, Essex, and 44, Bedford Row, W.C.
1002	1883, Dec. 17	VEEVERS, RICHARD	Woningworth, Fulwood Park, Preston.
319	{ A. '73, Dec. 8 } { F. '78, Nov. 11 }	VENABLES, FREDERICK . . .	62, Chancery Lane, W.C.
429	1876, Feb. 21	*VERNON, ARTHUR	{ Borshams, High Wycombe, Bucks; and 26, Great George Street, Westminster, S.W.
573	1880, Mar. 1	*VERNON, WALTER LIBERTY .	{ 4, Trinity Street, Hastings; and 26, Great George Street, S.W.
816	1882, May 22	VIDLER, JAMES COLEMAN . .	Rye and Hastings, Sussex.
418	1876, Jan. 10	VIGERS, ASTLEY	4, Frederick's Place, E.C.
268	1871, Dec. 4	VIGERS, EDWARD, JUN. . . .	38, Parliament Street, S.W.
20	1868, Jun. 15	VIGERS, FRANCIS	4, Frederick's Place, E.C.
		(Vice-President)	
498	{ A. '78, Jan. 28 } { F. '83, Nov. 12 }	VIGERS, LESLIE ROBERT . . .	4, Frederick's Place, E.C.
594	{ A. '80, Dec. 13 } { F. '85, Nov. 9 }	VIGERS, MARTIN	52, Queen Victoria Street, E.C.
46	1868, Jun. 15	VIGERS, ROBERT	4, Frederick's Place, E.C.
		(Member of Council)	
842	1882, Dec. 18	WADE, JOHN	10, Pitt Street, Barnsley.
658	1881, Dec. 19	WAINWRIGHT, CHARLES RAWLINSON	Shepton Mallet, Somerset.
843	1882, Dec. 18	WAINWRIGHT, CHARLES RAWLINSON, JUN.	{ Shepton Mallet, Somerset.
906	1883, Feb. 26	WAISTELL, WILLIAM	{ Barnard Castle, Durham, and 6, Arden Street, Darlington.
1392	1887, May 9	WALCOTT, LYONS RODEN SYMPSON	1, Gray's Inn Place, W.C.
1093	1884, Feb. 11	WALKER, EDWARD ROBINSON . .	31, John Street, Bedford Row, W.C.
743	1882, Feb. 13	WALKER, HERBERT	Newcastle Chambers, Angel Row, Nottingham.
659	1881, Dec. 19	WALKER, SAMUEL	22, Moorgate Street, E.C.
1072	1884, Jan. 28	WALL, GEORGE YOUNG	Exchequer Buildings, Durham.
1178	1884, May 19	WALLACE, HENRY	Trench Hall, Gateshead-on-Tyne, Co. Durham.
785	1882, Mar. 27	WALMISLEY, ARTHUR THOMAS .	5, Westminster Chambers, S.W.
925	1883, April 16	WARD, JOHN GEORGE RODNEY .	Yatton Court, Kingsland, Herefordshire.
660	1881, Dec. 19	WARE, CHARLES EDWIN	Gandy Street Chambers, Exeter.
1141	1884, Apr. 21	WARING, CHARLES EDWARD . .	1, Charles Street, Crockherbtown, Cardiff.
162	1869, Jan. 25	WARING, THOMAS	1, Charles Street, Crockherbtown, Cardiff.
189	{ A. '69, Mar. 8 } { F. '75, Apr. 12 }	WARNER, WILLIAM HENRY . .	130, Mount Street, Grosvenor Square, W.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
874	1888, Jan. 29	WATERMAN, JAMES	Ashford, Kent.
1109	1884, Feb. 25	WATERMAN, RICHARD	20, Week Street, Maidstone, Kent.
1110	1884, Feb. 25	WATERS, FRANK	1, Sydney Street, Cambridge.
758 {	A. '82, Feb. 13 {	WATERS, WILLIAM RICHARD	145, Dulwich Road, Herne Hill, S.E.
	F. '87, Mar. 7 }		
47	1888, Jun. 15	WATNEY, DANIEL	33, Poultry, E.C.
		(Member of Council)	
951 {	A. '88, May 21 {	WATNEY, WALTER DANIEL	33, Poultry, E.C.
	F. '87, Feb. 21 }		
574	1880, Mar. 1	WATSON, HERBERT EDWARD	Clifton, York.
797	1882, Apr. 24	WATSON, JOHN	Shirburn Castle, Tetworth, Oxon.
467 {	A. '76, Dec. 18 {	WATTS, CHARLES	25, Bedford Row, W.C.
	F. '79, Nov. 10 }		
1003	1883, Dec. 17	WATTS, JAMES	Broad Street, Wokingham, Berks.
284	1872, May 6	WEALL, JOHN	38, High Street, Watford.
1045	1884, Jan. 14	WEATHERALL, HENRY	22, Chancery Lane, W.C.
700	1882, Jan. 16	WEAVER, WILLIAM	Town Hall, Kensington, W.
215	1869, Dec. 6	WEBB, GEORGE	Tunstall, Sittingbourne, Kent.
661	1881, Dec. 19	WELLSTED, WILLIAM HENRY	Manor Street, Kingston-upon-Hull.
744	1882, Feb. 13	WESTBURY, GEORGE HENRY	The Knoll, Andover, Hants.
88	1868, Jul. 20	WESTBURY, GILES	Andover, Hants.
779	1882, Mar. 13	WHARTON, THOMAS GEORGE	1, Basinghall Street, E.C.
1266	1885, Apr. 20	WHITAKER, GEORGE	33A, Broadway, Hammersmith, W.
745	1882, Feb. 13	WHITE, JOHN	Warrington, Lancashire.
701	1882, Jan. 16	WHITELEY, CHARLES PERRY	76, Queen Street, E.C.
350	1874, Apr. 27	WIDNELL, FREDERICK GRAINGER . . .	13, Parliament Street, S.W.
234 {	A. '70, Feb. 7 {	WIGRAM, JOHN	South Collingham, Newark, Notts.
	F. '76, Nov. 13 }		
721	1882, Jan. 30	WILKINSON, GEORGE AYSCOUGH . . .	7, Poultry, E.C.
1226	1884, Dec. 8	WILKINSON, THOMAS	168, North Street, Brighton.
915	1883, April 2	WILKINSON, WILLIAM	St. Stephen's Chambers, Telegraph Street, 1
1242	1885, Jan. 12	WILKS, RICHARD	Little Mongeham, near Deal, Kent.
1094	1884, Feb. 11	WILLIAMS, JOHN	Gwernhefin, Bala, North Wales.
240	1870, May 9	WILLIAMS, STEPHEN WILLIAM	Rhayader, Radnorshire.
1907	1886, Feb. 22	WILLIAMS, THOMAS	Frederick's Place, E.C.
575	1880, Mar. 1	WILLIAMS, WILLIAM	Salop Road, Oswestry.
116	1868, Aug. 10	WILLMOT, FRANCIS	6, Waterloo Street, Birmingham.
807 {	A. '82, Apr. 24 {	WILLMOT, JOHN	6, Waterloo Street, Birmingham.
	F. '87, May 9 }		
1004	1883, Dec. 17	WILSON, JACOB	{ 5, Great George Street, S.W., and Chilling Alnwick.
662	1881, Dec. 19	WILSON, THOMAS SILK	Albert Square, Manchester.
844	1882, Dec. 18	WING, WILLIAM	Caversham, Reading.
48	1868, Jun. 15	WITHALL, RICHARD AUGUSTUS	29, Great George Street, S.W.
50	1868, Jun. 15	WOOD, FREDERICK	34, Regency Square, Brighton.
1258	1885, Feb. 23	WOOD, WILLIAM	Ifield Court, Crawley, Sussex.
663	1881, Dec. 19	WOODS, HENRY	19 & 20, Walbrook, E.C.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
845	1882, Dec. 18	WOODHAMS, JAMES	50 Havelock Road, Hastings.
891	1875, Mar. 1	WOODTHORPE, EDMUND. . .	2, Coleman Street Buildings, Moorgate St., E.C.
613	1881, Feb. 21	WOOLLEY, REGINALD. . . .	South Collingham, Newark, Notts.
427	{ A. '76, Feb. 7 } { F. '80, Nov. 8 }	WOOLLEY, THOMAS CECIL SMITH	South Collingham, Newark, Notts.
51	1868, Jun. 15	WOOLLEY, THOMAS SMITH . .	South Collingham, Newark, Notts.
		(Past-President)	
267	{ A. '71, Nov. 18 } { F. '77, Jan. 29 }	WOOLLEY, WILLIAM EDWARD .	Loughborough, Leicestershire.
680	{ A. '81, Dec. 19 } { F. '87, Jan. 10 }	WREATHALL, ROBERT T. . .	30, Walbrook, E.C.
200	1884, May 26	WRIGHT, JAMES	Irongate, Derby.
292	1872, Dec. 9	WRIGHT, WILLIAM EDWARD .	King's Lynn, Norfolk.
283	1872, Apr. 22	WRIGHT, WILLIAM	Wollaton, Nottinghamshire.
722	1882, Jan. 30	WYATT, OLIVER NEWMAN . .	East Street, Chichester.
120	1884, Mar. 10	WYLEY, HENRY JAMES . . .	Bridgnorth, Shropshire.
227	1884, Dec. 8	WYLEY, WILLIAM JOHN . . .	2, School Chambers, Shrewsbury.
430	1876, Feb. 21	YEOMAN, GEORGE DUNDAS . .	Bedford, Bedfordshire.

Professional Associates.

The names of those Professional Associates who have qualified for the Class by Examination are distinguished thus *

The names of those Professional Associates who have further qualified by Examination for the Class of Fellows are distinguished thus ¶

Dip. No.	Date of Election.		
1279	1885, Dec. 7	*¶ ARCH, ARTHUR JOSEPH EDWIN	Minas de Rio Tinto, Huelva, Spain.
1286	1885, Dec. 7	*ARNOTT, JOHN	Church Street, Woodbridge, Suffolk.
798	1882, Apr. 24	AYRES, CHARLES PRYOR . . .	Gresham Lodge, Watford, Herts.
665	1881, Dec. 19	BAILEY, LEONARD	Estate Office, Seorton, Garstang, Lancashire.
1281	1885, Dec. 7	*BAKER, CECIL CAUTLEY. . .	22, Great George Street, S.W.
553	1879, Dec. 8	BALDING, ALBERT	Barkway, Herts.
1111	1884, Feb. 25	BALLARD, WILLIAM WASHINGTON	46, Bedford Row, W.C.
1247	1885, Jan. 26	*BARRATT, HARRY.	Middle Street, Stourbridge, Worcestershire.
622	1881, May 16	BEADEL, HENRY GRANT . . .	97, Gresham Street, E.C.
1282	1885, Dec. 7	*BEARD, EDWIN THOMAS . . .	3, St. Catherine's, Lincoln.
148	1868, Nov. 9	BEAUCHAMP, CHARLES DAVIE .	9, Whitehall Place, S.W.
1212	1884, Nov. 10	*BENSON, ROBERT ALAN . . .	11, Caledonia Place, Clifton, Bristol.

Dip. No.	Date of Election.	PROFESSIONAL ASSOCIATES.	
383	1875, Feb. 1	BIDWELL, SHELFORD	9, Whitehall Place, S.W.
1330	1886, Dec. 6	*BIRCH, WALTER DE HOGHTON .	5, Hastings Place, Lytham, Lancashire.
1351	1887, Jan. 10	*BIRKETT, TOM	Foxton House, Penrith, Cumberland.
876	1888, Jan. 29	BISHOP, REGINALD GEORGE . .	2, Godliman Street, Doctors' Commons, E.C.
1283	1885, Dec. 7	*BLUNDELL, HARRY	Cauldon Place, Shelton, Stoke-upon-Trent.
1158	1884, May 5	BLUNT, HERBERT ARTHUR SCAWEN	St. Andrew's Rectory, E.C.
768	1882, Feb. 27	BOA, ANDREW	Great Thurlow, Newmarket, Suffolk.
1159	1884, May 5	BOND, FREDERICK GEORGE . . .	Old Bank House, Ipswich.
542	1879, Mar. 31	BOODLE, FRANCIS EDWARD . . .	Rolls Chambers, 89, Chancery Lane, W.C.
846	1882, Dec. 18	BOOTH, JOHN FREDERICK	25, Windle Street, St. Helen's, Lancashire.
1331	1886, Dec. 6	*BOUSFIELD, EDWIN VAUGHAN } DAVENPORT	99, Gresham Street, E.C.
666	1881, Dec. 19	BRADLY, WILLIAM	{ Compensation Office, Metropolitan Board Works, Spring Gardens, S.W.
1374	1887, Feb. 21	*BRIGGS, JOHN	{ Metropolitan Board of Works, Spring Garden S.W.
1073	1884, Jan. 28	BROWN, ALEXANDER	Home Farm, Hothfield, Ashford.
847	1882, Dec. 18	BROWN, WILLIAM ARTHUR . . .	146, Goswell Road, E.C.
1142	1884, Apr. 21	BROWNE, FLINT	73, Cheapside, E.C.
1046	1884, Jan. 14	BRUCE, ROBERT KNIGHT	Mentmore, Leighton Buzzard, Bucks.
1284	1885, Dec. 7	*BUCKLAND, ALFRED VIRGOE . .	66, Cannon Street, E.C.
944	1883, May 21	BUCKLAND, WILLIAM THOMAS . .	9, Whitehall Place, S.W.
1332	1886, Dec. 6	*BURROWS, ALFRED JOHN	41, Bank Street, Ashford, Kent.
1160	1884, May 5	BUTTERWORTH, JOSIAH	Mansfield, Notts.
1333	1886, Dec. 6	*CALLENDAR, WILLIAM JACKSON	Peacocks, Margaretting, Ingatestone, Essex.
1334	1886, Dec. 6	*CAMPBELL, COLIN	Poole Road, Wimborne, Dorsetshire.
799	1882, Apr. 24	CARD, HENRY	North Street, Lewes, Sussex.
249	1870, Dec. 12	CARDALL, FREDERIC WILLIAM . .	9, Whitehall Place, S.W.
1352	1887, Jan. 10	*CARTER, FRANK WELLINGTON . .	22, Great George Street, S.W.
1201	1884, May 26	CASTLE, SYDNEY CHARLES } COURTENAY	Neustead, Auckland Road, Upper Norwood, S.
241	1870, May 9	CATLING, ROBERT CHARLES . . .	Needham Hall, Elm, Cambridgeshire.
1006	1888, Dec. 17	CHAPMAN, VAUGHAN GODFREY } ST. JOHN	76, Queen Street, E.C.
1121	1884, Mar. 10	CHESTER, WILLIAM RICHARD . . .	39, New Broad Street, E.C.
978	1888, Nov. 12	CHEVALLIER, HARVEY	{ 29, Molacca Street, Singapore, Straits Setu ments.
1112	1884 Feb. 25	CHRISTY, ARCHIBALD ERNEST . .	{ 30, Great St. Helen's, E.C., and Boynton H Chelmsford, Essex.
586	1880, Dec. 13	CLARK, HARDING THOMAS	4, Agar Street, Strand, W.C.
1007	1883, Dec. 17	CLARKE, PERCY HENRY	2, Lancaster Place, W.C.
426	1876, Feb. 7	CLAYDEN, WALTER	6, Moorgate Street, E.C.
1122	1884, Mar. 10	CLIFTON, WILLIAM EDWARD . . .	7, East India Avenue, E.C.

ip. No.	Date of Election.	PROFESSIONAL ASSOCIATES.	
285	1885, Dec. 7	*COALES, HERBERT GEORGE . .	Beaconfields Place, Southall.
202	1884, May 26	COLLIER, ARTHUR CHARLES . .	Woodhatch, Reigate.
226	1882, Dec. 4	*COLLINS, MARCUS E. . . .	61, Old Broad Street, E.C.
320	1874, Jan. 5	COOKE, WILLIAM GEORGE . .	{ Engineer's Office, L. & S. W. Ry., Waterloo Bridge Station.
746	1882, Feb. 13	COOKE, WILLIAM STEPHEN . .	9, New Broad Street, E.C.
323	1881, May 16	CONNELLY, JOHN JOSEPH . .	2, Chapel Street, Bedford Row, W.C.
926	1883, April 16	COUCHMAN, HENRY BOTELER .	Henley-in-Arden, Birmingham.
598	1881, Jan. 10	COURTHOPE, ALEXANDER . .	Bignor Park, Pulborough, Sussex.
747	1882, Feb. 13	COWPER, RICHARD WILLIAM .	81, High Street, Sittingbourne, Kent.
222	1870, Jan. 10	CRAWLEY, WILLIAM JEEVES .	Sayesbury, Sawbridgeworth, Herts.
961	1883, May 25	*CRAWTER, JOHN, JUN. . . .	4, Great James Street, Bedford Row, W.C.
515	1881, Mar. 21	GRESSWELL, JOHN THEODORE ROSS	{ 9, Whitehall Place, S.W.
308	1881, Feb. 7	CROFTS, EWAN NEVILLE . .	Leadenham, Grantham, Lincolnshire.
335	1886, Dec. 6	*CROSLAND, WALTER	Rotherfield, Sussex.
391	1883, Feb. 12	CROSS, JOHN	80, Cheapside, E.C.
587	1879, Mar. 17	CUDLIPP, WILLIAM	33, Poultry, E.C.
577	1883, Jan. 29	CUMBERBATCH, CARLTON PARRY	9, Whitehall Place, S.W.
045	1883, May 21	DAFFARN, THOMAS ALFRED . .	6, Spring Gardens, S.W.
723	1882, Jan. 30	DANSIE, FREDERICK CROWN .	51, Long Lane, Smithfield, E.C.
907	1883, Feb. 26	DASH, ROLAND ASHFORD . .	9, Whitehall Place, S.W..
399	1875, Apr. 26	DASHWOOD, FREDERICK LOFTUS	Kirtlington, Oxford.
348	1882, Dec. 18	DAVID, EDMUND USSHER . .	Llandaff, near Cardiff.
780	1882, Mar. 18	DAVIS, CHARLES JAMES . . .	32, Strand, W.C.
008	1883, Dec. 17	DAWSON, WALTER HENRY . .	19, St. Edmund's Terrace, Regent's Park, N.W.
009	1883, Dec. 17	*DAY, WILLIAM	23, High Street, Maidstone, Kent.
010	1883, Dec. 17	DEMETRIADI, THOMAS MARSDEN	28, John William Street, Huddersfield.
378	1883, Jan. 29	DOBLE, HENRY	Post Office Box 110, Port of Spain, Trinidad.
748	1882, Feb. 13	DREW, ALLEN	80, Cheapside, E.C.
336	1886, Dec. 6	*DREW, HENRY ALBAN	15, Queen Street, Exeter.
095	1884, Feb. 11	DREW, JOHN GOULD	15, Queen Street, Exeter.
229	1884, Dec. 8	*DUNNING, BERNARD SIMON .	41, Claverton Street, S.W.
202	1869, Jun. 28	EASTON, EDWARD	9, Delahay Street, S.W.
293	1886, Jan. 11	*EILOART, ALFRED	40, Chancery Lane, W.C.
011	1883, Dec. 17	ELLIS, CHARLES GODWIN . .	14, Fitzjohn's Parade, Finchley Road, N.W.
577	1880, Mar. 15	ELLIS, ERNEST HAROLD . .	132, High Street, Guildford.
113	1884, Feb. 25	ELLIS, LEONARD ASHBY . . .	7, Criffel Avenue, Telford Park, Streatham, S.W.
365	1887, Jan. 24	*ELLIS, RALPH STAPLES . .	69, Palace Gardens Terrace, Kensington, W.
667	1881, Dec. 19	ELWELL, WILLIAM HENRY . .	{ Surveyor's Office, Great Northern Railway, King's Cross, N.
047	1884, Jan. 14	EVANS, TOM AUGUSTUS JOHN .	3, Old Palace Yard, S.W.

Dip. No.	Date of Election.	PROFESSIONAL ASSOCIATES.	
170	1869, Feb. 8	FAWCETT, JAMES POGUE . . .	29, Fleet Street, E.C.
609	1881, Feb. 7	FEW, HARRY GARRARD . . .	Market Place, Newbury.
921	1883, April 16	FISHER, CHARLES BROWNING . .	Hill Crest, Market Harborough.
1123	1884, Mar. 10	FITNESS, JOHN FRANCIS . . .	80, Cheapside, E.C.
916	1883, April 2	FLETCHER, GEORGE RIVERS . .	10A, Old Broad Street, E.C.
1075	1884, Jan. 28	FLINT, LESLIE SENTANCE . . .	54, Cheriton Road, Folkestone, Kent.
749	1882, Feb. 13	FLINT, WILLIAM HURST . . .	Lincoln's Inn Fields (corner of Serle Street),
1114	1884, Feb. 25	FREEMAN, SYDNEY . . .	The Public Rooms, Tunbridge Wells, Kent.
750	1882, Feb. 13	FULLER, GEORGE JOHN . . .	85 & 87, Gresham Street, E.C.
947	1883, May 21	FULLER, HERBERT HENRY . . .	26, Charing Cross, S.W.
1124	1884, Mar. 10	FULLER, THOMAS ALFRED . . .	The College, All Saints', Derby.
751	1882, Feb. 13	FURBER, HENRY AUBREY . . .	42, Marlborough Hill, N.W.
849	1882, Dec. 18	FYFE, GEORGE PETERS COLLIER	4, Walm Lane, Willesden Park, N.W.
702	1882, Jan. 16	GARROD, HERBERT JAMES . . .	Bell Street, Reigate, Surrey.
1203	1884, May 26	GAYFORD, HENRY JOHN . . .	Raynham Estate Office, East Raynham, Nor.
1161	1884, May 5	*GIBB, WILLIAM PASHLEY . . .	75, Stamford Street, S.E.
1294	1886, Jan. 11	*†GIBBON, WILLIAM JACOMB . .	3, Verulam Buildings, Gray's Inn, W.C.
522	1878, Dec. 9	GIBSON, WALTER MATTHEW . .	Privy Purse Office, Buckingham Palace, S.W.
1386	1887, Mar. 21	*GOLIGHTLY, CHARLES HUGH . .	Old Lodge, Lingfield, Surrey.
956	1883, May 25	GORE, WILLIAM JOLL . . .	7, Hobart Place, S.W.
1096	1884, Feb. 11	GOW, JAMES	9, Whitehall Place, S.W.
979	1883, Nov. 12	GRANT, HARRY GRÈME . . .	{ Surveyor's Office, Great Western Rail Paddington, W.
1012	1883, Dec. 17	GREEN, JAMES HENRY TOWNSEND	22, Chancery Lane, W.C.
1337	1886, Dec. 6	*GREEN, THOMAS JOSEPH . . .	28 and 29, St. Swithin's Lane, E.C.
1230	1884, Dec. 8	*GREENOP, EDWARD	74, Bonham Road, Brixton Rise, S.W.
1076	1884, Jan. 28	GRIMWADE, HENRY	Colchester, Essex.
1231	1884, Dec. 8	*HALKYARD, WILLIAM REDFORD .	The Firs, Knutsford.
1179	1884, May 19	HALL, CHARLES PELL	Wollaton, Nottingham.
1295	1886, Jan. 11	*†HALL, WILLIAM TIMOTHY . .	Uppington, Wellington, Salop.
1338	1886, Dec. 6	*HALTON, HARRY RUSSELL . . .	Marsh House, Lower Tottenham, N.
770	1882, Feb. 27	HAMILTON, JOHN PAYNTER . . .	64 and 65, Coleman Street, E.C.
892	1883, Feb. 12	HANSELL, REGINALD GODDARD .	Lonsdale Chambers, 27, Chancery Lane, W.
1013	1883, Dec. 17	HARLAND, ARTHUR	{ Percy Chambers, 15, Charlotte Street, Fi Square, W.
614	1881, Feb. 21	HARPER, EDGAR JOSIAH . . .	{ Estate Office, Metropolitan Board of W Spring Gardens, S.W.
523	1878, Dec. 9	HARVEY, JOHN JAMES SAYER . .	1, Parade, Canterbury, Kent.
962	1883, May 25	*HASLUCK, LANCELOT GERALD .	Green Hill Park, New Barnet, Herts.
1287	1885, Dec. 7	*HEBBLETHWAITE, CHAS. HENRY	1, Norfolk Place, Halifax, Yorkshire.

† Driver Prizeman, 1885.

† Institution Prizeman, 1884.

Dip. No.	Date of Election.	PROFESSIONAL ASSOCIATES.	
1014	1883, Dec. 17	HEBDEN, GEORGE RADCLIFFE .	66, Cannon Street, E.C.
588	1880, Dec. 13	HEDGER, ARTHUR CONSTANTINE	80, Cheapside, E.C.
821	1882, Nov. 13	HENDERSON, HENRY ARTHUR .	{ Pembury Estate Office, Pembury Road, Lower Clapton, E.
1953	1887, Jan. 10	*HENDERSON, RICHARD . . .	{ Selborne Chambers, 14, Bell Yard, Temple Bar, E.C.
928	1883, April 16	HENRY, EDWARD HUGH. . .	2, The Pavement, Clapham Common, S.W.
850	1882, Dec. 18	HEWITT, WILLIAM . . .	Ivy Lodge, Aylestone Hill, Hereford.
948	1883, May 21	HICKS, STANLEY . . .	Oakfield, Streatham Hill, S.W.
1889	1886, Dec. 6	*HILL, ALFRED . . .	West Bromwich, Staffordshire.
1903	1886, Jan. 25	*HILLIARD, GEORGE EDWARD .	Chelmsford, Essex.
1015	1883, Dec. 17	HINCHLIFFE, JOHN, JUN. . .	Bullhouse Hall, Pennistone, Sheffield.
1180	1884, May 19	HODSOLL, WILLIAM, JUN. . .	Farningham, Kent.
908	1883, Feb. 26	HOLBECHE, ÆMILIAN HENRY .	26, Pinfold Gate, Loughborough.
893	1883, Feb. 12	HOLLAND, THOMAS JAMES, JUN.	{ 1, Pembroke Cottages, Edwardes Square, Kensington, W.
879	1883, Jan. 29	HOLMES, JAMES THOMAS . .	97, Gresham Street, E.C.
822	1882, Nov. 13	HOMFRAY, WILLIAM FRANCIS .	Rease Heath Estate Office, Nantwich, Cheshire.
1181	1884, May 19	HOOPER, ALFRED FREDERICK .	Junction Road, Andover, Hants.
1097	1884, Feb. 11	HOPE, WILLIAM ELLIOTT . .	91, Tufnell Park Road, N.
1048	1884, Jan. 14	HOPKINS, EDWIN . . .	9, Whitehall Place, S.W.
866	1883, Jan. 15	HOWELL, ERNEST JOHN . .	116, Cromwell Road, S.W.
1016	1883, Dec. 17	HUSKINSON, THOMAS WILLIAM .	Epperstone Manor, Nottingham.
1017	1883, Dec. 17	HUSSEY, GEORGE HENRY CLE- LAND	{ 1, Gray's Inn Place, W.C.
1182	1884, May 19	HUSSEY, ROBERT . . .	Ringstead Rectory, King's Lynn, Norfolk.
1162	1884, May 5	I'ANSON, BRYAN WALTER . .	Exeter Wood Farm, Cotton End, Bedford.
610	1881, Feb. 7	INGLEBY, HERBERT . . .	7, Whitehall Place, S.W.
851	1882, Dec. 18	INGRAM, HENRY LAW . . .	97, Gresham Street, E.C.
1340	1886, Dec. 6	*IVIMEY, ALFRED . . .	74, Lavender Hill, S.W.
550	1879, Nov. 24	JESSETT, CHARLES . . .	62, Old Broad Street, E.C.
1375	1887, Feb. 21	*JONAS, SAMUEL MARSHALL .	Brooklands Avenue, Cambridge.
673	1881, Dec. 19	JONES, THOMAS . . .	3, Old Palace Yard, S.W.
226	1870, Jan. 24	JOHNSTON, ANDREW . . .	97, Gresham Street, E.C.
1018	1883, Dec. 17	JORDAN, GEORGE HENRY . .	16, Whitehall Place, S.W.
1323	1886, May 17	*JULL, WILLIAM VINCENT . .	Wrotham Lodge, Streatham Hill, S.W.
674	1881, Dec. 19	KEATES, WILLIAM ALLEN . .	Castle Chambers, Newport, Mon.
1163	1884, May 5	KEELING, GILBERT . . .	2, Tokenhouse Buildings, Lothbury, E.C.
890	1883, Jan. 29	KEER, WILLIAM . . .	80, Cheapside, E.C.
1077	1884, Jan. 28	KERR, ARTHUR HERBERT . .	Bootham, Yorkshire.

Dip. No.	Date of Election.	PROFESSIONAL ASSOCIATES.	
624	1881, May 16	KETTLE, FREDERICK CHARLES .	Tower Chambers, Moorgate Street, E.C.
1125	1884, Mar. 10	KING, ALFRED	6, Spring Gardens, S.W.
1887	1887, Mar. 21	*KING, WILLIAM ISAAC . . .	The Grange, Highgate, N.
853	1882, Dec. 18	KNOWLES, HENRY	Wells Green, Gloucester.
1019	1883, Dec. 17	LAWRENCE, WILLIAM ROBERT	22, Surrey Street, Victoria Embankment, W.
441	1876, Apr. 3	LEE, GEORGE CANSFIELD . .	North Eastern Railway, York.
1854	1887, Jan. 10	*LEE, JOHN WILFRID	North Street, Colchester, Essex.
675	1881, Dec. 19	LEONARD, HENRY HOLMES . .	20½, Bishopsgate Street Without, E.C.
1143	1884, Apr. 21	LIGHTFOOT, JOHN GEORGE . .	9, Whitehall Place, S.W.
949	1883, May 21	LITTLE, WILLIAM DAVIS . . .	Middleton Stoney, Bicester, Oxon.
1164	1884, May 5	LOFTS, HENRY FAIRLAM . . .	130, Mount Street, W.
854	1882, Dec. 18	LOMER, MONTAGUE FRANK . .	Southampton, Hants.
1183	1884, May 19	LOVESAY, WILLIAM	4, Frederick's Place, E.C.
1126	1884, Mar. 10	LOW, ROBERT JOHN	Cumberland Road, St. Albans, Herts.
1855	1887, Jan. 10	*LOWE, CHARLES ROBERT . . .	Hampstead Vestry Hall, Haverstock Hill, N.
489	1877, May 14	LUCAS, JOSEPH	21, Defoe Road, Tooting Graveney, S.W.
1204	1884, May 26	LYNCH, JAMES HENRY	302, Regent Street, W.
917	1883, April 2	LYSTER, THOMAS RICE SOMER- VILLE	Bedford Office, Thorney, Peterborough.
1144	1884, Apr. 21	MCCALLUM, PETER SERVICE . .	Land Agent's Office, Midland Railway, Derby
1318	1886, May 3	*MADDOX, CHARLES RALPH . .	20, Baker Street, W.
470	1877, Jan. 15	MARRIOTT, GEORGE WHARTON .	41, West Cromwell Road, South Kensington, S.
1288	1885, Dec. 7	*MASSIE, FRANK	St. Paul's Chambers, Sheffield.
1356	1887, Jan. 10	*MAXWELL, FRANCIS WILLIAM .	29, Princess Street, Manchester.
1308	1886, Feb. 22	*MEAD, JOHN HENRY	9, Whitehall Place, S.W.
1145	1884, Apr. 21	MERRETT, JAMES	9, Whitehall Place, S.W.
497	1878, Jan. 28	MESTON, JOSEPH FYFE	50, Parliament Street, S.W.
752	1882, Feb. 13	MILNES, ROBERT, JUN.	15, Endymion Road, Brixton Hill, S.W.
1282	1884, Dec. 8	*MIXER, EDWARD	80, Cheapside, E.C.
1165	1884, May 5	*MOORE, HAROLD EDWARD . . .	{ 1, Essex Street, Strand, W.C., and Boreham near Chelmsford, Essex.
1127	1884, Mar. 10	MOSS, THOMAS WALTER	21, Doughty Street, W.C.
965	1883, May 25	*MOYES, JOHN HELENUS	26, Trinity Street, Cambridge.
1166	1884, May 5	MYLNE, WILLIAM JOHN HOME .	Ravenscourt, Hammersmith, W.
856	1882, Dec. 18	NEWMAN, CHARLES HENRY . . .	31, Finsbury Circus, E.C.
1020	1883, Dec. 17	NEWTON, THOMAS EDWIN	45, Jewry Street, Winchester.
335	1874, Feb. 2	NIXON, SAMUEL	29, Great George Street, S.W.
1128	1884, Mar. 10	NORRIS, EDWARD JAMES	9, Whitehall Place, S.W.
502	1878, Feb. 11	NORRIS, WALTER HENRY	St. Andrew's, Watford, Herts.

ip. o.	Date of Election.	PROFESSIONAL ASSOCIATES.	
998	1884, Feb. 11	OWEN, THOMAS HENRY . . .	Haverfordwest, Pembrokeshire.
781	1882, Mar. 13	PAGE, THOMAS GOWLAND . . .	57, Coleman Street, E.C.
966	1883, May 25	*PAIN, JAMES	Borough, Micheldever, Hants.
567	1880, Jan. 19	PARKER, THE HON. CECIL } THOMAS	Eccleston, Chester.
957	1883, May 25	PARSONS, ROBERT MAURICE PETERS	Misterton, Crewkerne, Somerset.
876	1887, Feb. 21	*PATERSON, ANDREW THOMPSON	Wistaria Cottage, New Hall, Salisbury.
967	1883, May 25	*PAULL, ALAN	50, Highgate Road, N.W.
402	1875, May 10	PAYNE, WILLIAM PERCY . . .	Holmesdale, The Park, Nottingham.
285	1872, Nov. 11	PAYNE, WILLIAM SETH ROBERT	St. Benet Chambers, 1, Fenchurch Street, E.C.
857	1882, Dec. 18	PEACE, ALFRED LINDLEY . . .	Thorne, Doncaster.
146	1884, Apr. 21	PEARCE, FREDERICK WILLIAM .	9, Whitehall Place, S.W.
167	1884, May 5	PEARCE, WILLIAM JOHN . . .	4, Frederick's Place, E.C.
857	1887, Jan. 10	*PELHAM-CLINTON, HUBERT ED- WARD	Moor Court, Stroud, Gloucestershire.
941	1886, Dec. 6	*PERKINS, WALTER FRANK . . .	Portwood House, Southampton, Hants.
889	1887, Apr. 18	*PERKS, SIDNEY	Soho Lodge, Wandsworth Common, S.W.
184	1884, May 19	PERRERS, HARRY WILSON . . .	171, High Street, Lewisham, S.E.
216	1869, Dec. 6	PETRE, THE HON. HENRY WILLIAM	Springfield, Chelmsford, Essex.
078	1884, Jan. 23	*PETRE, ROBERT GEORGE . . .	Springfield, Chelmsford, Essex.
021	1883, Dec. 17	PEWTRESS, HERBERT WILMS- HURST	124, Chancery Lane, W.C.
129	1884, Mar. 10	PHILLIPS, GEORGE CAWKWELL . .	Mildmay Road, Chelmsford, Essex.
079	1884, Jan. 23	PHILLIPS, JOHN HENRY	130, Mount Street, Berkeley Square, W.
942	1886, Dec. 6	*PHYSICK, WALTER FREDERICK	136, Marylebone Road, N.W.
022	1883, Dec. 17	POWELL, HUBERT JOHN	St. Swithun's, Lewes, Sussex.
843	1886, Dec. 6	*PRATER, THOMAS HERBERT . . .	Canford Estate Office, Wimborne, Dorset.
205	1884, May 26	PRICE, THOMAS WILLIAM	59, Fenchurch Street, E.C.
099	1884, Feb. 11	PRIDHAM, JOHN LAWRENCE . . .	Paignton, South Devon.
080	1884, Jan. 28	PURCHASE, EDWARD KEYNES . .	124-127, Mansion House Chambers, E.C.
289	1885, Dec. 7	*RAND, JOHN	Walton House, Grove Hill, Dulwich, S.E.
929	1883, April 16	REID, FRANCIS	Bucksford House, Ashford, Kent.
801	1882, Apr. 24	REX, CHARLES WILLIAM	311, Kentish Town Road, N.W.
802	1882, Apr. 24	REX, FRANCIS HERBERT	311, Kentish Town Road, N.W.
881	1883, Jan. 29	RIGDEN, CHARLES FURNER . . .	5, Western Terrace, Brighton, Sussex.
423	1876, Jan. 24	ROBERTS, Q. CHARLES	{ 3, Upper Montague Street, Russell Square, and 2, South Square, Gray's Inn, W.C.
753	1882, Feb. 13	ROBERTS, CHARLES GORDON . . .	42, New Broad Street, E.C.
754	1882, Feb. 13	ROBEY, ROBERT	Oaklands, East Tytherley, near Romsey, Hants.
725	1882, Jan. 30	ROBINSON, JAMES THOMAS . . .	7, John Street, Adelphi, W.C.

Dip. No.	Date of Election.	PROFESSIONAL ASSOCIATES.	
803	1882, Apr. 24	ROBINSON, MARTIN CATLIN . .	Oakley Hall, Bishop's Stortford.
969	1883, May 25	*† ROLLESTON, WILLIAM GUS- TAVUS STANHOPE }	Gray Friars, Leicester.
1844	1886, Dec. 6	*§ ROODS, ALFRED }	The School Board for London, Victoria Emb ment, W.C.
1130	1884, Mar. 10	ROSE, EDWARD JOSEPH	48, Broad Street, Oxford.
1081	1884, Jan. 28	ROSS, DAVID JAMES	Surveyors' Office, Guildhall, E.C.
940	1883, April 30	ROWLANDSON, CHRISTOPHER . .	The College, Durham.
970	1883, May 25	*RUNDLE, EDWARD COLLINS . .	Bedford Office, Tavistock, Devon.
1023	1883, Dec. 17	RÜNTZ, ERNEST AUGUSTUS . .	22, Moorgate Street, E.C.
1206	1884, May 26	RUSSELL, JAMES ELGAR	Belle Vue, Cliftonville, Dorking, Surrey.
909	1883, Feb. 26	RYDE, CHARLES BERTRAM . . .	29, Great George Street, S.W.
1024	1883, Dec. 17	SABIN, JOSEPH HENRY	16, Whitehall Place, S.W.
1233	1884, Dec. 8	*SADLER, GEORGE WILLIAM, Jun.	6, Clarence Parade, Cheltenham.
438	1876, Mar. 20	St. QUINTIN, RICHARD SAMUEL	37, Threadneedle Street, E.C.
971	1883, May 25	*SATCHELL, CHARLES	Allen, Alderson, & Co., Alexandria, Egypt.
1147	1884, Apr. 21	SAUNDERS, SAMUEL BROWN . . }	Estate Office, L. & S. W. Ry., Waterloo Stat S.E.
782	1882, Mar. 13	SAVILL, ALFRED, JUN.	39, New Broad Street, E.C.
1148	1884, Apr. 21	SCARLETT, HARRY	Downland, Uckfield, Sussex.
867	1883, Jan. 15	SCAMMELL, THOMAS	14, John Street, Bristol.
755	1882, Feb. 13	SCRIVEN, CHARLES HERBERT . .	Oakley House, Scole, Norfolk.
1234	1884, Dec. 8	*SELBY, JOHN BASELEY	Atherton Old Hall, Leigh, near Manchester.
572	1880, Feb. 16	SEXBY, JOHN JAMES	{ Metropolitan Board of Works, Spring Gard S.W.
1049	1884, Jan. 14	SHACKLE, EDWARD NEILD . . .	Botwell Lodge, Hayes, Middlesex.
950	1883, May 21	SHAW, JOHN, Jun.	The College, All Saints', Derby.
1149	1884, Apr. 21	SHERRY, NATHANIEL	49, Fenchurch Street, E.C.
706	1882, Jan. 16	SHERWIN, JOSEPH HENRY . . .	16, Whitehall Place, S.W.
503	1873, Feb. 11	SHOPPEE, CONRAD JOSEPH . . .	Fore Street, Hertford, Hertfordshire.
811	1882, May 8	SIMMONS, CHARLES FRANKLIN . .	Basingstoke, Hants; and Henley-on-Thames
824	1882, Dec. 4	SIMMONS, WILLIAM ANKER . . .	Henley-on-Thames.
1082	1884, Jan. 28	SKEWIS, EDWIN	39, New Broad Street, E.C.
858	1882, Dec. 18	SKINGLE, ALFRED	29, Fleet Street, E.C.
1050	1884, Jan. 14	SLADE, ISAAC	96, Queen Street, E.C.
538	1879, Mar. 17	SMITH, GEORGE CECIL	16, Whitehall Place, S.W.
804	1882, Apr. 24	SMITH, REGINALD W.	1, Temple Row West, Birmingham.
894	1883, Feb. 12	SMITH, WHEATER	17, Hampton Place, Bradford.
152	1868, Nov. 9	SMYTH, EDWARD	{ 9, Whitehall Place; and 52, Wiltshire I Brixton, S.W.

(Professional Associate of Council)

† Institution Prizeman, 1883.

§ Driver Prizeman, 1886.

Dip. No.	Date of Election.	PROFESSIONAL ASSOCIATES.	
868	1883, Jan. 15	STACEY, WILLIAM	80, Cheapside, E.C.
911	1883, Mar. 12	STENNING, PERCY HAINES . .	121, Cannon Street, E.C.
710	1882, Jan. 16	STEVENSON, FREDERICK J. . .	4, Frederick's Place, E.C.
828	1882, Dec. 4	STOWER, JOSEPH	29, Fleet Street, E.C.
415	1875, Dec. 13	STRUTT, THE HON. EDWARD GERALD	} Terling Place, Witham, Essex.
1235	1884, Dec. 8	*STURGE, THEODORE	
1296	1886, Jan. 11	*STURGESS, JOHN MOORE . .	Penshurst Park, near Tunbridge, Kent.
756	1882, Feb. 13	SWINSCOW, HAROLD EDWIN . .	2, Streatham Hill, S.W.
1115	1884, Feb. 25	TANNER, WILLIAM	2, Bridge Street, Newport, Monmouthshire.
771	1882, Feb. 27	TAPP, ARTHUR	15, Great George Street, S.W.
805	1882, Apr. 24	TARLETON, ROGER	4, Market Street, Northwich, Cheshire.
1025	1888, Dec. 17	TAYLOR, EDWARD SYDNEY . .	Sandycroft, Chester.
212	1869, Jul. 26	TAYLOR, GEORGE	{ Hillside House, Turner's Hill, Crawley, Sussex, and 17, Abchurch Lane, E.C.
1026	1883, Dec. 17	TAYLOR, MATTHEW	
806	1882, Apr. 24	THEOBALD, HENRY	{ 270, Essex Road, Islington, N., and United Arts Club, Dover Street, Piccadilly, W.
1027	1883, Dec. 17	THOMPSON, ALFRED	
1185	1884, May 19	THOMPSON, WILLIAM	4, Eleanor Villas, St. Mary's Road, Ilford, Essex.
869	1883, Jan. 15	THORNTON, WILLIAM HENRY .	{ Castle Keep, Reigate, Surrey, and The Surveyor- General's Department, Ceylon.
757	1882, Feb. 13	THORPE, CHRISTOPHER . . .	
1100	1884, Feb. 11	THURGOOD, ERNEST CHARLES .	27, Chancery Lane, W.C.
591	1880, Dec. 13	THURNALL, JOHN EDWARD . .	Royston, Herts.
1297	1886, Jan. 11	*† TIPPEN, JOHN HENRY . .	Conservancy Buildings, Hull.
592	1880, Dec. 13	TROLLOPE, HENRY CHARLES . .	7, Hobart Place, S.W.
1131	1884, Mar. 10	TRUMPER, JOHN ALFRED . . .	23, Lincoln's Inn Fields, W.C.
1051	1884, Jan. 14	TUDOR, COLIN AUGUSTUS BU- CHANAN	} Booth Ferry Road, Goole, Yorkshire.
1052	1884, Jan. 14	TUDOR, EDWARD CHARLES BU- CHANAN	
1394	1887, May 23	*TURNER, PERCY	The Laurels, Royston.
1168	1884, May 5	UDNY, AUGUSTUS CHARLES . .	142, Springfield Road, Preston, Brighton.
1208	1884, May 26	VIGERS, SIDNEY	18, Abingdon Street, S.W.
535	1879, Mar. 3	WAKEFIELD, GODFREY	40, Chancery Lane, W.C.
576	1880, Mar. 1	WALKER, LEON VICTOR	Summerhill Road, West Green Road, N.
1028	1883, Dec. 17	WALLIS, JOHN DAVID	3, Old Palace Yard, S.W.

Dip. No.	Date of Election.	PROFESSIONAL ASSOCIATES.	
1029	1883, Dec. 17	WARD, GEORGE	2, Lancaster Place, W.C.
1080	1883, Dec. 17	WATERER, CLARENCE	Dover House, Chertsey, Surrey.
1101	1884, Feb. 11	WATKINS, ROBERT ARUNDEL .	Castle Combe, Chippenham.
1286	1884, Dec. 8	*WATSON, JAMES BRUCE . . .	Place Farm, Doddinghurst, Brentwood, Essex.
1290	1885, Dec. 7	*WATSON, JOHN, JUN.	Estate Office, Shirburn, Tetsworth, Oxon.
679	1881, Dec. 19	*WEBB, JONAS MARSHALL . .	7, Prince's Street, Hanover Square, W.
1081	1883, Dec. 17	WELLS, EDWARD OGBOURN . .	9, Whitehall Place, S.W.
1169	1884, May 5	WELLS, WILLIAM HOWLEY . .	Estate Office, Evershot, Dorset.
930	1883, April 16	WESTON, GEORGE	177, Harrow Road, Paddington, W.
941	1883, April 30	WESTON, JOSEPH AURELIUS .	83, High Street, Bedford.
860	1882, Dec. 18	WILCOCKS, FREDERICK C. . .	87, Iverson Road, West Hampstead, N.W.
1170	1884, May 5	WILES, WILLIAM	Retreat Cottage, Grove Lane, Stamford Hill.
1297	1884, Dec. 8	*WILLARD, THOMAS	Estate Office, L. & N.W. Ry., Euston Station, L.
978	1875, Jan. 18	WILLIAMS, LEONARD JAMES .	6, Furnival's Inn, E.C.
1304	1886, Jan. 25	*WILLIAMS, SIDNEY	1, Essex Street, Strand, W.C.
861	1882, Dec. 18	WILLIAMS, TOM	Estate Agency Office, Clarence Street, Stain- ley, W.C.
568	1880, Jan. 19	WILLIAMS, WILLIAM HERBERT .	Llandaff, Glamorganshire.
442	1876, Apr. 8	WILLIAMS, WILLIAM WELSBY .	Farnham, Surrey.
1083	1884, Jan. 28	WILLOUGHBY, CHARLES WILLIAM	22, Chancery Lane, W.C.
1150	1884, Apr. 21	WINDER, GEORGE ALEXANDER .	Escot Estate Office, Fairmile, Ottery St. Ma- rion, Devon.
539	1879, Mar. 17	WOOD, HENRY	97, Gresham Street, E.C.
711	1882, Jan. 16	WOODWARD, WILLIAM	13, Granville Square, W.C.
1358	1887, Jan. 10	*WOOLNOUGH, JOHN WILLIAM .	Gladstone Villa, Beamsley Road, Eastbourne.
595	1880, Dec. 13	WRIGHT, THOMAS HAWKINS .	Lundy Island, viâ Instow, North Devon.
1151	1884, Apr. 21	WYAND, BENJAMIN JOHN . . .	Walbrook House, 37, Walbrook, E.C.
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599	1881, Jan. 10	YOUNG, ANDREW	{ The School Board for London, Victoria Em- ment, W.C.
524	1878, Dec. 9	YOUNG, MORGAN HENRY . . .	6, John Street, Bedford Row, W.C.

|| President's Prize, 1884.

Associates.

Date of Election.

1876, Mar. 20	ACLAND, SIR THOMAS DYKE, } BART. }	Killerton, Exeter.
1882, Mar. 27	ANDERSON, CHARLES HENRY	9, King's Bench Walk, Temple.
1880, Dec. 13	BANKES, JOHN ELDON	4, Elm Court, Temple.
1880, Jan. 27	BARRY, JOHN WOLFE (Associate of Council)	23, Delahay Street, S.W.
1880, Dec. 13	BATTEN, JOHN WINTERBOTHAM	3, Harcourt Buildings, Temple.
1876, Dec. 13	BAZALGETTE, CHARLES NORMAN	2, Paper Buildings, Temple.
1879, Feb. 1	BEALE, JAMES SAMUEL	28, Great George Street, S.W.
1869, Feb. 22	BIDDER, GEORGE PARKER, Q.C.	3, Paper Buildings, Temple.
1875, Feb. 1	BIRCH, ROBERT WILLIAM } PEREGRINE }	2, Westminster Chambers, S.W.
1884, May 19	BOLTON, WILLIAM HENRY	34, Stanhope Gardens, W.
1868, Jun. 23	BRAMWELL, SIR FREDK. JOSEPH, } F.R.S. }	5, Great George Street, S.W.
1884, Feb. 11	BUND, JOHN W. WILLIS.	3, Stone Buildings, Lincoln's Inn, W.C.
1869, Jul. 26	CARLISLE, WILLIAM THOMAS	8, New Square, Lincoln's Inn, W.C.
1871, Feb. 13	CASTLE, EDWARD JAMES	8, King's Bench Walk, Temple.
1876, Nov. 13	CLARKE, DANIEL	Easton Street, High Wycombe, Bucks.
1883, Dec. 17	CLARKE, SIR EDWARD, Q.C., M.P.	5, Essex Court, Temple.
1883, Dec. 17	CLODE, WALTER	3, Harcourt Buildings, Temple.
1886, Dec. 6	CLUTTON, HUBERT SPENCER	9, Whitehall Place, S.W.
1885, Jan. 12	CRIPPS, CHARLES ALFRED	2, Mitre Court Buildings, Temple.
1883, April 16	DETHRIDGE, FRANK	Vestry Hall, Harrow Road, Paddington, W.
1883, April 30	DRUCE, SAMUEL BENJAMIN LARGE	2, Old Buildings, Lincoln's Inn, W.C.
1887, May 9	ELTON, CHARLES ISAAC, Q.C., } M.P. }	23, Cranley Place, Onslow Square, S.W., and 33, Chancery Lane, W.C.
1869, Feb. 22	FOWLER, SIR JOHN	2, Queen Square Place, S.W.
1886, Jan. 11	FREAM, WILLIAM	The College of Agriculture, Downton, Wilts.
1878, Feb. 11	FREEMAN, GEORGE MALLOWS	11, King's Bench Walk, Temple.
1878, Mar. 11	FRESHFIELD, EDWIN	5, Bank Buildings, E.C.
1876, Mar. 20	FRESHFIELD, WILLIAM DAWES	5, Bank Buildings, E.C.

Date of Election.

ASSOCIATES.

1879, Apr. 28	GEPP, CHARLES BRAMSTON OSBORNE	} Chelmsford, Essex.
1874, Feb. 16	GOLDNEY, GABRIEL PRIOR . .	Remembrancer's Office, Guildhall, E.C.
1869, Jan. 11	GRANTHAM, RICHARD BOXALL .	{ Northumberland Chambers, Northumberland Avenue, W.C.
1874, Jan. 5	GRANTHAM, RICHARD FUGE . .	{ Northumberland Chambers, Northumberland Avenue, W.C.
1881, Dec. 19	GROVES, WILLIAM	28, Great George Street, S.W.
1880, Dec. 13	GULLY, WILLIAM COURT, Q.C., M.P.	} Farrar's Buildings, Temple.
1881, Dec. 19	HALSEY, EDWARD JOSEPH . .	2, Stanwick Road, West Kensington, W.
1882, Mar. 27	HAMILTON, HENRY BEST HANS .	1, Brick Court, Temple.
1884, May 5	HAMOND, THOMAS ASTLEY HORACE	} 56, Lincoln's Inn Fields, W.C.
1884, Apr. 21	HARRIS, RICHARD READER . .	1, Temple Gardens, Temple.
1881, Dec. 19	HEAD, JOHN MERRICK	Reigate, Surrey.
1875, Dec. 13	HIGGIN, WILLIAM HOUSMAN, Q.C.	4, St. James' Square, Manchester.
1875, Jan. 4	HILL, ALEXANDER STAVELEY, Q.C., M.P.	} 13, King's Bench Walk, Temple; and Oxley Manor, Stafford.
1887, Jan. 24	HUDSON, ALFRED ARTHUR . .	5, Paper Buildings, Temple.
1880, Dec. 13	JAMES, SIR HENRY, Q.C., M.P..	1, New Court, Temple.
1885, Jan. 12	JONGH, JOHN ISIDORE DE . .	San José, Costa Rica, Central America.
1887, May 23	KINCH, EDWARD	Royal Agricultural College, Cirencester.
1873, April 21	KING, WILLIAM	Gas Office, Duke Street, Liverpool.
1883, Nov. 12	KIRBY, ALFRED OCTAVIUS . .	1, Old Palace Yard, S.W.
1874, Feb. 2	LEDGARD, FREDERICK THOMAS DURELL, Q.C.	} 1, Temple Gardens, Temple.
1874, Feb. 16	LITTLER, RALPH DANIEL MAKIN- SON, Q.C.	} 4, Temple Gardens, Temple.
1869, Mar. 8	LOTT, JOSEPH	19, Great George Street, S.W.
1874, Feb. 16	MARRIOTT, THE RIGHT HON. WIL- LIAM THACKERAY, Q.C., M.P..	} 6, Crown Office Row, Temple.
1886, Dec. 6	MARSHALL, FREDERICK	3, Harcourt Buildings, Temple.
1879, Jan. 6	MEYSEY-THOMPSON, ALBERT CHILDERS	} 41, Parliament Street, S.W.; and 1, King's Bench Walk, Temple.
1875, Jan. 4	MICHAEL, WILLIAM HENRY, Q.C.	4, King's Bench Walk, Temple, E.C.
1881, Feb. 7	MOSLEY, TONMAN	Bangors, Iver, Uxbridge.
1882, Dec. 13	MUNTON, FRANCIS KERRIDGE .	95A, Queen Victoria Street, E.C.

Date of Election.

ASSOCIATES.

1863, Feb. 22	PHILBRICK, FREDK. ADOLPHUS, Q.C.	Lamb Building, Temple.
1884, Feb. 11	POPE, SAMUEL, Q.C.	38, Parliament Street, S.W.
1887, Jan. 24	POTTER, WILLIAM, Q.C.	5, Paper Buildings, Temple.
1886, Jan. 11	PROCTER, FOSTER WILFRED	36, Lincoln's Inn Fields, W.C.
1871, Feb. 27	QUICK, JOSEPH, JUN.	29, Great George Street, S.W.
1868, Nov. 9	REES, JOHN CHARLES	13, Great George Street, S.W.
1885, Jan. 26	RICKARDS, ARTHUR GEORGE	11, King's Bench Walk, Temple.
1882, Jan. 16	RIGG, HERBERT ADDINGTON	9, King's Bench Walk, Temple.
1875, Nov. 8	RYDE, EDWARD HARROW	Cranley House, Fontenoy Road, Balham, S.W.
1883, April 2	RYDE, WALTER CRANLEY	1, Brick Court, Temple.
1884, Dec. 8	SCOTT, THE HON. HENRY ROBERT	Springfield, Coldstream, N.B.
1886, Apl. 12	SHOPPEE, GERALD AUGUSTINE	7, Furnival's Inn, E.C.
1879, Apr. 28	SLADEN, ST. BARBE	1, Delahay Street, S.W.
1878, Apr. 8	SMITH, JOHN SMALMAN	3, Hare Court, Temple.
1879, Apr. 28	SMITH, LUMLEY, Q.C.	4, Paper Buildings, Temple.
1884, Jan. 14	STATHAM, WILLIAM ARNOLD	12, King's Bench Walk, Temple, and 38, Parliament Street, S.W.
1882, Jan. 16	STEPHENS, PEMBROKE S., Q.C.	1, Plowden Buildings, Temple.
1886, May 3	STEVENS, WILLIAM RICHARD	6, St. Thomas Street, S.E.
1881, Jan. 24	STEVENSON, GEORGE WILSON	38, Parliament Street, S.W.
1875, Jan. 4	STRUTT, FREDERICK, THE HON.	Milford House, Derby.
1877, Dec. 10	SUTTON, HENRY	Farrar's Building, Temple.
1880, Dec. 13	THOMAS, HUBERT	Watford, Herts.
1868, Jul. 20	TROLLOPE, GEORGE FRANCIS	15, Parliament Street, S.W.
1887, Jan. 10	VENNING, JOHN JAMES EDG- COMBE	} Devonport.
1885, May 18	WARREN, REGINALD AUGUSTUS	99, Great Russell Street, W.C.
1876, Nov. 27	WEBSTER, SIR RICHD. EVERARD, Q.C., M.P.	} 2, Pump Court, Temple.
	(Associate of Council)	
1884, May 26	WELLS, ALFRED DODD	Sotwell Hill, Wallingford, Berks.
1886, May 17	WHEELER, THOMAS WHITTEN- BURY, Q.C.	} 4, Crown Office Row, Temple.
1871, Feb. 13	WHITE, FREDERICK MEADOWS, Q.C.	} 4, Paper Buildings, Temple, and 42, Sussex Gardens, Hyde Park, W.
1873, Jan. 27	WHITE, THOMAS JENNINGS	8, Whitehall Place, S.W.
1876, Dec. 18	WILL, JOHN SHIRESS, Q.C., M.P.	2, Garden Court, Temple.
1875, May 15	WINCKWORTH, LEWIS	31, Abingdon Street, S.W.
1870, Jan. 10	WING, THOMAS TWINING	17, Woburn Square, W.C.
1882, Dec. 18	WOOLF, SIDNEY	7, King's Bench Walk, Temple.

Students.

*Passed
Preliminary
Examination.*

1887	ALLDAY, ALFRED	{ Stanley Villa, Livingstone Road, Handsworth Birmingham.
1885	ARCHIBALD, CHARLES FALCON	Rusland Hall, Ulverston, North Lancashire.
1887	AUSTIN, RICHARD, JUN.	Bishop's Waltham, Hants.
1887	AYLEN, CECIL HUGH	London Colney, St. Alban's, Herts.
1886	BAGOT, HAROLD FREDERIC	Harpsden Rectory, Henley-on-Thames.
1886	BALL, JAMES B.	10, Grosvenor Terrace, Torquay.
1886	BATEMAN, ARTHUR CHARLES	Oriel House, Witney, Oxon.
1887	BEADEL, MAURICE FREDERICK	192, St. Paul's Road, Highbury, N.
1886	BELCHER, EDWARD JOHN	16, Leinster Square, Bayswater, W.
1886	BOOTH, GILBERT WILLIAM	{ Templeton Villa, 22, Endlesham Road, Balham S.W.
1887	BOWER, ARTHUR WENTWORTH CHIVERS	{ College of Agriculture, Downton, Wilts.
1886	BOWKER, HERBERT WILLIAM	Saffron Walden, Essex.
1886	BRADY, RALPH HOLLINSHED	Lark Hill House, Stockport.
1886	BRIDGFORD, LEO APPLETON	Southfield, Crumpsall, Manchester.
1886	CAMBRIDGE, WILLIAM JAMES	17, Prospect Street, Reading, Berks.
1887	CHALCRAFT, HENRY TERRELL	11, Dowgate Hill, E.C.
1885	CHAMPION, LLEWELYN CHARLES	23, Belsize Park, Hampstead, N.W.
1886	CHAPMAN, GEORGE HERBERT	49, Parliament Street, S.W.
1887	CHARLES, ARTHUR GEORGE	18, Ampton Street, W.C.
1887	CHILD, EDMUND HERBERT	Copley Wood, Halifax, Yorkshire.
1886	COLLINS, ADRIAN CHARLES	61, Old Broad Street, E.C.
1887	CRAWSHAY, LIONEL RUTTLEDGE	Ystrad Mynach, near Cardiff.
1884	CROSS, ARNOULD CHARLES MARTIN	11, Brailsford Road, Tulse Hill, S.W.
1887	CROUCH, JAMES LEONARD	"Cheriton," The Ridgeway, Enfield.
1886	DAVEY, HENRY THOMAS	Cornwallis Terrace, Hastings, Sussex.
1886	DAVIES, THOMAS LLEWELLYN	College of Agriculture, Downton, Wilts.
1887	DAWSON, HUBERT NORTON	Langley Park, Watford, Herts.
1887	DENDY, WILLIAM COOPER	6, Springfield Villas, New Southgate, N.
1887	DICKINS, ALFRED WILLIAM	"Arkindale," Putney Hill, S.W.

*Passed
Preliminary
Examination.*

STUDENTS.

1886	EAGLAND, WILLIAM FRANCIS .	Berry Pomeroy, Totnes, Devon.
1886	ELTON, CECIL WILLIAM STUART	13, St. James's Square, Bath, Somerset.
1884	EYE, WILLIAM HAROLD . . .	10, Union Court, Old Broad Street, E.C.
1885	EVES, WILLIAM LIONEL . . .	Milton House, Uxbridge.
1885	FITZ-HUGH, WILLIAM REGINALD	90, Lansdowne Place, Brighton.
1887	GALSWORTHY, VINCENT SOMERS	6, Queen's Gate, S.W.
1885	GOODMAN, PERCY.	Alverbank, West Road, Clapham Park, S.W.
1884	GOODWIN, EDWARD	Cannon Court, Watlingbury, Kent.
1885	GOUGH, GEORGE SYDNEY . . .	Pargeter Street, Stourbridge, Worcestershire.
1886	GRIMES, RALPH FEARON . . .	The College of Agriculture, Downton, Wilts.
1886	GROVER, ARTHUR	East Lynn, Woodberry Down, Stamford Hill, N.
1886	HARDING, FREDERICK ALLCROFT	19, Harewood Square, N.W.
1887	HARRIS, FREDERICK JOHN . .	Harestock House, Winchester, Hants.
1886	HASLAM, DRYLAND, JUN. . . .	Warren House, Caversham, near Reading.
1886	HAWKER, CLAUDE JULIAN . . .	37, Cadogan Place, S.W.
1884	HOMAN, HUBERT FRANKLIN. . .	The New Friars, Boley Hill, Rochester.
1887	HUDSON, EDWARD REGINALD .	{ 12, Queen Anne Terrace, Albert Road, Battersea Park, S.W.
1885	JENKINS, HENRY LEWIN	50, Dudley Road, Grantham.
1886	JESSETT, CHARLES EDWARD VERNON.	{ 4, Freke Road, Lavender Hill, S.W.
1884	JONAS, HARRY MARSHALL . . .	27, Market Hill, Cambridge.
1885	JONES, FREDERICK HERBERT . .	Normanhurst, Ealing, W.
1887	JOYCE, HARRY WARD	Blackfordly, Burton-on-Trent.
1887	LANGLEY, CLAUDE SPENCER . .	31, Queen's Gate Terrace, S. Kensington, S.W.
1885	LUMLEY, JULIAN ARTHUR . . .	22, St. James's Street, S.W.
1887	LUTENER, OWEN CAPEL HARRISON	Cynnon Cottage, Llanidloes.
1887	MACKENZIE, GEORGE ARCHIBALD	12, West Green Road, South Tottenham, N.
1885	MANN, ROBERT BAGSHAW . . .	29, Great George Street, S.W.
1886	MARTIN, HEBER GAMBLING . . .	Highfield House, Littleport.
1885	MATHEWS, JOHN MATHEWS . . .	{ Home Lodge, 58, Kent House Road, Sydenham, S.E.

*Passed
Preliminary
Examination.*

STUDENTS.

1887	MESSOM, FRANCIS WILLIAM. .	Grosvenor Road, Twickenham.
1886	MICHELMORE, HERBERT . .	Berry Pomeroy, Totnes, Devon.
1887	MORRISH, HUGH KENNETH. .	The Lawn, Tulse Hill, S.W.
1885	NEWTON, FREDERICK JAMES CAMPBELL.	} Vassall Lodge, Addison Road, Kensington, W.
1885	NICHOLSON, EBENEZER . . .	
1887	NOCKOLDS, ALFRED GEORGE .	Saffron Walden, Essex.
1885	NOCKOLDS, MARTIN CHARLES HUBERT	} Saffron Walden, Essex.
1886	OAKLEY, JOHN HUBERT. . .	
1887	PARRIS, CHARLES JOHN. . .	"Glencairn," Cornwallis Terrace, Hastings.
1885	PARRY, RICHARD	Midlothian Cottage, Woodford Green, Essex.
1887	POWNALL, GUY FRANK . . .	83, Onslow Square, S.W.
1887	PREBBLE, ERNEST	95, Highbury New Park, N.
1887	PRESTON, SAMUEL	Woburn, Beds.
1884	PUCKRIDGE, PERCIVAL MARTIN.	Haybrook, Oare, Marlborough, Wilts.
1887	PUNCHARD, FREDERICK BURT .	Kirkby Lonsdale, Westmoreland.
1885	ROBINSON, ALFRED WHITMORE .	Epperstone, Nottingham.
1887	ROBINSON, ARTHUR JOHN . .	Hackwood Park, Basingstoke, Hants.
1887	ROBINSON, JOHN KENDALL . .	{ Underley Estate Office, Kirkby Lonsdale, West moreland.
1887	SALT, REGINALD NOWELL . .	
1886	SAUNDERS, CHARLES HERBERT.	24, Westbourne Park Road, Bayswater, W.
1887	SAVILL, EDWIN	39, New Broad Street, E.C.
1887	SEQUEIRA, ERNEST RACKWITZ .	{ Crescent House, Cassland Crescent, South Hackney, E.
1887	SMITH, JAMES	
1886	STANTON, FRANCIS CHARLES .	69, Ondine Road, East Dulwich, S.E.
1887	STURGE, ROBERT TREGELLES .	101, Pembroke Road, Clifton, Bristol.
1887	STURLEY, ARTHUR DYSON . .	6, Willow Bridge Road, Canonbury, N.
1887	THURGOOD, ALBERT EDWARD .	{ Rosebrook, Abbeville Road North, Clapham Park S.W.
1886	TILLY, HUBERT DOUGLAS . .	
1886	TYLER, JAMES WILLIAM . . .	Elm Villa, Trinity Road, Upper Tooting, S.W.

*Passed
Preliminary
Examination.*STUDENTS.

1885	VARLEY, THOMAS ERNEST . . .	48, Elgin Crescent, Notting Hill, W.
1886	WATSON, RICHARD	Plymouth Road, Totnes, Devon.
1887	WEATHERALL, EDWARD JOHN .	22, Chancery Lane, W.C.
1885	WEBB, FREDERIC NOEL . . .	Streetly Hall, Linton, Cambridgeshire.
1887	WEST, CONRAD KERSHAW . .	247, Hagley Road, Edgbaston, Birmingham.
1886	WHEELER, CHARLES TREVOR } OGLE	186, Earl's Court Road, South Kensington.
1886	WILSON, WILLIAM EDWARD . {	1, Hanover Square, Higher Broughton, Man- chester.
1886	WORDLEY, ALEXANDER GEORGE	15, Bartholomew Road, Kentish Town, N.W.

NOTE.—To ensure the regular transmission of the Papers and Notices, it is particularly requested that any changes of address be communicated at once to the Secretary.

Members of the Institution who have Passed the Qualifying Examination.

As Fellows—

*ARCH, ARTHUR JOSEPH EDWIN	Minas de Rio Tinto, Huelva, Spain.
BEDELLS, CHARLES HERBERT	6, John Street, Bedford Row, W.C.
BONTOR, FRANK ARTHUR	29, Fleet Street, E.C.
*BUCKLAND, ALFRED VIRGOE	66, Cannon Street, E.C.
*BURROWS, ALFRED JOHN	41, Bank Street, Ashford, Kent.
*DAY, WILLIAM	23, High Street, Maidstone, Kent.
DICKSON, THOMAS ARTHUR	West Cliff, Preston, Lancashire.
*GIBB, WILLIAM PASHLEY	75, Stamford Street, S.E.
GODFREY, ROBERT	Valentine Road, King's Heath, near Birmingham.
*HASLUCK, LANCELOT GERALD	Green Hill Park, near Barnet, Herts.
HORNE, WILLIAM EDGAR	84, Basinghall Street, E.C.
JOHNSON, HENRY	37, Walbrook, E.C.
JONES, HENRY ARTHUR	53, Maida Vale, W.
MICHELMORE, ALFRED	Berry House, Totnes, Devon.
*MOORE, HAROLD EDWARD	1, Essex Street, Strand, W.C.
NORTH, GEORGE FREDERIC	Wroxton Estate Office, near Banbury, Oxon.
*PAIN, JAMES	Borough, Micheldever, Hants.
*PAULL, ALAN	50, Highgate Road, N.W.
PETO, JAMES WINDER	37, Freeland Road, Bromley, Kent.
PILDITCH, PHILIP EDWARD	17, Parliament Street, S.W.
*ROLLESTON, WILLIAM GUSTAVUS STANHOPE	} Grey Friars, Leicester.
*ROODS, ALFRED	
SILCOCK, THOMAS BALL	14, Abbey Churchyard, Bath.
SMITH, WILLIAM	Rushford, Evesham, Worcestershire.
TARRANT, WALTER	9, Dalberg Road, Brixton, S.W.
*TIFFEN, JOHN HENRY	Conservancy Buildings, Hull.
TREADWELL, HENRY JOHN	5, Agar Street, Strand, W.C.
VERNON, ARTHUR	Borshams, High Wycombe, Bucks.
VERNON, WALTER LIBERTY	4, Trinity Street, Hastings.

As Professional Associates—

ARCH, ARTHUR JOSEPH EDWIN	Minas de Rio Tinto, Huelva, Spain.
ARNOTT, JOHN	Church Street, Woodbridge, Suffolk.

**Those Members to whose names a star is affixed have passed the Fellowship Examination, but are not yet of the age to be transferred to the Class.*

Professional Associates—continued.

BAKER, CECIL CAUTLEY . . .	22, Great George Street, S.W.
BARRATT, HARRY . . .	Middle Street, Stourbridge, Worcestershire.
BEARD, EDWIN THOMAS . . .	3, St. Catherine's, Lincoln.
BEDELLS, CHARLES HERBERT . . .	6, John Street, Bedford Row, W.C.
BENSON, ROBERT ALAN . . .	11, Caledonia Place, Clifton, Bristol.
BIRCH, WALTER DE HOUGHTON . . .	5, Hastings Place, Lytham, Lancashire.
BIRKETT, TOM . . .	Foxton House, Penrith, Cumberland.
BLUNDELL, HARRY . . .	Cauldon Place, Shelton, Stoke-upon-Trent.
BOUSFIELD, EDWIN VAUGHAN DAVENPORT	} 99, Gresham Street, E.C.
BRIGGS, JOHN	
BUCKLAND, ALFRED VIRGOE . . .	66, Cannon Street, E.C.
BURROWS, ALFRED JOHN . . .	41, Bank Street, Ashford, Kent.
CALENDAR, WILLIAM JACKSON . . .	Peacocks, Margretting, Ingatestone, Essex.
CAMPBELL, COLIN	Poole Road, Wimborne, Dorsetshire.
CARTER, FRANK WELLINGTON . . .	22, Great George Street, S.W.
COALES, HERBERT GEORGE . . .	Beaconfield's Place, Southall.
COLLINS, MARCUS E.	61, Old Broad Street, E.C.
CRAWTER, JOHN, JUN.	4, Great James Street, Bedford Row, W.C.
CROSLAND, WALTER	} Woodgate House, Weeton, near Harewood, York- shire.
DAY, WILLIAM	
DREW, HENRY ALBAN	23, High Street, Maidstone, Kent.
DUNNING, BERNARD SIMON . . .	15, Queen Street, Exeter.
EILOART, ALFRED	41, Claverton Street, S.W.
ELLIS, RALPH STAPLES	40, Chancery Lane, W.C.
GIBBON, WILLIAM JACOME . . .	69, Palace Gardens Terrace, Kensington, W.
GOLIGHTLY, CHARLES HUGH . . .	3, Verulam Buildings, Gray's Inn, W.C.
GREEN, THOMAS JOSEPH	Old Lodge, Lingfield, Surrey.
GREENOP, EDWARD	28 and 29, St. Swithin's Lane, E.C.
HALKYARD, WILLIAM REDFORD . . .	74, Bonham Road, Brixton Rise, S.W.
HALL, WILLIAM TIMOTHY	The Firs, Knutsford.
HALTON, HARRY RUSSELL	Uppington, Wellington, Salop.
HASLUCK, LANCELOT GERALD . . .	Marsh House, Lower Tottenham, N.
HEBBLETHWAITE, CHARLES HENRY	} Green Hill Park, New Barnet, Herts.
HENDERSON, RICHARD	
HILL, ALFRED	} 1, Norfolk Place, Halifax, Yorkshire.
HILLIARD, GEORGE EDWARD . . .	
IVIMEY, ALFRED	} Selborne Chambers, 14, Bell Yard, Temple Bar, E.C.
JONAS, SAMUEL MARSHALL . . .	
JULL, WILLIAM VINCENT	West Bromwich, Staffordshire.
	Chelmsford, Essex.
	74, Lavender Hill, S.W.
	Brooklands Avenue, Cambridge.
	Wrotham Lodge, Streatham Hill, S.W.

Professional Associates—continued.

KING, WILLIAM ISAAC . . .	The Grange, Highgate, N.
LEE, JOHN WILFRID . . .	North Street, Colchester, Essex.
LOWE, CHARLES ROBERT . .	Hampstead Vestry Hall, Haverstock Hill, N.W.
MADDOX, CHARLES RALPH . .	20, Baker Street, W.
MASSIE, FRANK	St. Paul's Chambers, Sheffield.
MAXWELL, FRANCIS WILLIAM .	29, Princess Street, Manchester.
MEAD, JOHN HENRY	9, Whitehall Place, S.W.
MIXER, EDWARD	80, Cheapside, E.C.
MOORE, HAROLD EDWARD . . .	1, Essex Street, Strand, W.C.
MOYES, JOHN HELENUS . . .	26, Trinity Street, Cambridge.
PAIN, JAMES	Borough, Micheldever, Hants.
PATERSON, ANDREW THOMPSON .	Wistaria Cottage, New Hall, Salisbury.
PAULL, ALAN	50, Highgate Road, N.W.
PELHAM-CLINTON, HUBERT ED- WARD	} Moor Court, Stroud, Gloucestershire.
PERKINS, WALTER FREDERICK .	
PERKS, SIDNEY	Soho Lodge, Wandsworth Common, S.W.
PETRE, ROBERT GEORGE . . .	Springfield, Chelmsford, Essex.
PHYSICK, WALTER FREDERICK .	136, Marylebone Road, N.W.
PRATER, THOMAS HERBERT . .	Canford Estate Office, Wimborne, Dorsetshire.
RAND, JOHN	Walton House, Grove Hill, Dulwich, S.E.
ROLLESTON, WILLIAM GUSTAVUS STANHOPE	} Grey Friars, Leicester.
ROODS, ALFRED	
RUNDLE, EDWARD COLLINS . .	} The School Board for London, Victoria Embank- ment, W.C.,
SADLER, GEORGE WILLIAM, JUN.	
SATCHELL, CHARLES	Alexandria, Egypt.
SELBY, JOHN BASELY	Atherton Old Hall, Leigh, Manchester.
STURGE, THEODORE	34, Corn Street, Bristol.
STURGESS, JOHN MOORE . . .	Penshurst Park, near Tunbridge, Kent.
TIFFEN, JOHN HENRY	Conservancy Buildings, Hull.
TURNER, PERCY	The Laurels, Royston.
WATSON, JAMES BRUCE	Place Farm, Doddinghurst, Brentwood, Essex.
WATSON, JOHN, JUN.	Estate Office, Shirburn, Tetsworth, Oxon.
WEBB, JONAS MARSHALL . . .	7, Prince's Street, Hanover Square, W.
WILLARD, THOMAS	Estate Office, L. & N. W. Ry., Euston Station, N.W.
WILLIAMS SIDNEY	1, Essex Street, Strand, W.C.
WOOLNOUGH, JOHN WILLIAM .	Gladstone Villa, Beamsley Road, Eastbourne.

Members Transferred during the Year 1886 from the Class of Professional Associates to that of

Fellows—

ADKIN, CHARLES DUNCAN . .	Wantage, Berks.
BONTOR, FRANK ARTHUR . .	29, Fleet Street, E.C.
CLARKE, HOWARD CHATFIELD .	63, Bishopsgate Street Within, E.C.
GODFREY, ROBERT . . .	Valentine Road, King's Heath, Birmingham.
JONES, HENRY ARTHUR. . .	53, Maida Vale, W.
NEWMARCH, HENRY CHARLES .	35, Lincoln's Inn Fields, W.C.
PILDITCH, PHILIP EDWARD. .	17, Parliament Street, S.W.
SEYMOUR, RICHARD ARTHUR	} Preston Hall Farm, Aylesford, Kent.
HAMILTON	
SMITH, WILLIAM CHARLES HENRY	} 25, Cannon Street, Birmingham.
ALSTON	
TARRANT, WALTER	9, Dalberg Road, Brixton, S.W.
TREADWELL, HENRY JOHN . .	5, Agar Street, Strand, W.C.

Members who Died during the Year 1886.

Fellows—

BATEMAN, JOHN JOSEPH	10, Waterloo Street, Birmingham.
BLOUNT, WILLIAM	Orchshill House, Gerrard's Cross, Bucks.
BROOK, THOMAS	28, John William Street, Huddersfield.
CHAPMAN, GEORGE	5, Adelaide Street, W.C.
COUCHMAN, CHARLES	6, Waterloo Street, Birmingham.
CRONK, EDWYN EVANS	Sevenoaks, Kent.
HUSSEY, GEORGE HENRY	1, Gray's Inn Place, W.C.
LONG, EDWARD WALTER	2, St. Andrew's Hill, Cambridge.
PAXTON, JONAS	Bicester, Oxfordshire.
RIGDEN, RICHARD HENRY	Salisbury, Wilts.
VULLIAMY, GEORGE	{ Metropolitan Board of Works, Spring Gardens, S.W.
WOOD, WILLIAM BRYAN	Chippenham, Wilts.

Professional Associates—

BENSON, THOMAS	Park Farm Office, Woburn, Beds.
ELLIS, EDWARD FELIX	29, Fleet Street, E.C.

Associate—

DAY, WILLIAM ANSELL	18, New Bridge Street, S.W.
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Local Distribution of Members.

BEDFORDSHIRE.

BEDFORD.

Fellows :—

Eve: John Richard.
Fenning: Herbert Samuel.
Stafford: Robert Barry.
Yeoman: George Dundas.

Professional Associate :—

Weston: Joseph Aurelius.

COTTON END.

Professional Associate :—

L'Anson: Bryan Walter.

SILSOE.

Fellow :—

Trethewy: Henry.

BERKSHIRE.

ASCOT.

Fellows :—

Franklin: Thomas.
Franklin: William Taylor.

FARINGDON.

Fellow :—

Barfield: Frederic Henry.

HUNGERFORD.

Fellow :—

Neate: Arthur Webb.

NEWBURY.

Fellow :—

Neate: Arthur Webb.

Professional Associate :—

Few: Harry Garrard.

READING.

Fellows :—

Egginton: John.
Haslam: Dryland.
Shackel: George.
Wing: William.

WALLINGFORD.

Fellow :—

Gale: Joseph John.

Associate :—

Wells: Alfred Dodd.

WANTAGE.

Fellow :—

Adkin: Charles Duncan.

WOKINGHAM.

Fellow :—

Watts: James.

WINDSOR.

Fellows :—

Buckland: Frank Bowry.
Nottage: William Griggs.

BUCKINGHAMSHIRE.

HIGH WYCOMBE.

Fellow :—

Vernon: Arthur.

BUCKINGHAMSHIRE—continued.

Associate :—

Clarke: Daniel.

LEIGHTON BUZZARD.

Professional Associate :—

Bruce: Robert Knight.

MAIDENHEAD.

Fellow :—

Cooper: Arthur Leslie.

NEWPORT PAGNELL.

Fellow :—

Samuel: William John.

STONY STRATFORD.

Fellow :—

Gotto: Frederick Edward.

CAMBRIDGESHIRE.

CAMBRIDGE.

Fellows :—

Grain: Arthur Tress.
Jonas: John Carter.
Long: Edward Walter.
Rowe: Richard Reynolds.
Waters: Frank.

Professional Associates :—

Jonas: Samuel Marshall.
Moyes: John Helenus.

ELM.

Professional Associate :—

Catling: Robert Charles.

ELY.

Fellow :—

Bidwell: Charles.

MARCH.

Fellow :—

Little: William Cutlack.

CHESHIRE.

BIRKENHEAD.

Fellow :—

Mills: William Edward.

CHESTER.

Professional Associate :—

Taylor: Edward Sydney.

ECCLESTON.

Professional Associate :—

Parker: The Hon. Cecil Thomas.

KNUTSFORD.

Professional Associate :—

Halkyard: William Redford.

NANTWICH.

Professional Associate :—

Homfray: William Francis.

NORTHWICH.

Professional Associate :—

Tarleton: Roger.

CUMBERLAND.

BRAMPTON.

Fellow :—
Stephenson: Christopher.

PENRITH.

Professional Associate :—
Birkett: Tom.

WHITEHAVEN.

Fellow :—
Hudson: James.

DERBYSHIRE.

BUXTON.

Fellow :—
Hubbersty: Henry Alfred.

CALOW.

Professional Associate :—
Thorpe: Christopher.

CHESTERFIELD.

Fellows :—
Jeudwine: William Wynne.
Martin: Gilson.

DERBY.

Fellows :—
Bower: William John.
Gratton: John Sterland.
Parkin: John Robert.
Poppellwell: William Willott.
Shaw: John.

Member of Council.

Wright: James.
Professional Associates :—
Fuller: Thomas Alfred.
McCallum: Peter Service.
Shaw: John, Jun.

Associate :—

Strutt: Frederick, The Hon.

SUDBURY.

Fellow :—
Fawkes: Algernon.

DEVONSHIRE.

BARNSTAPLE.

Fellows :—
Brown: George.
Smyth-Richards: George Copley.

BIDEFORD.

Fellow :—
Cooper: John Groves.

BROAD-CLYST.

Associate :—
Acland: Sir Thomas Dyke, Bart.

EXETER.

Fellows :—
Drew: Henry.
Drew: John.
Dymond: Francis Williams.
Ware: Charles Edwin.

Professional Associates :—
Drew: Henry Alban.
Drew: John Gould.

DEVONPORT.

Associate :—
Venning: John James Edgcombe.

DEVONSHIRE—continued.

INSTOW.

Fellow :—
Lock: William Henry.

IVY BRIDGE.

Fellow :—
Elliott: Charles.

LUNDY ISLAND.

Professional Associate :—
Wright: Thomas Hawkins.

NEWTON ABBOT.

Fellow :—
Rendell: Arthur Stephen.

PAIGNTON.

Professional Associate :—
Pridham: John Lawrence.

PLYMOUTH.

Fellows :—
Foster: Joseph Burgess.
Lethbridge: Walter.

OTTERY ST. MARY.

Professional Associate :—
Winder: George Alexander.

TAVISTOCK.

Professional Associate :—
Rundle: Edward Collins.

TOTNES.

Fellow :—
Michelmores: Alfred.
Symons: Philip.

WEMBORTHY.

Fellow :—
Tanner: James Melhuish.

DORSETSHIRE.

EVERSHOT.

Professional Associate :—
Wells: William Howley.

WEYMOUTH.

Fellow :—
Crickmay: George Rackstrow.

WIMBORNE.

Fellow :—
Turnbull: Thomas John.
Professional Associates :—
Campbell: Colin.
Prater: Thomas Herbert.

DURHAM.

DARLINGTON.

Fellows :—
Dent: Ralph John.
Eade: Arthur Willoughby French.
Minter: William.
Scarth: William T.
Waistell: William.

DURHAM.

Fellows :—
Wall: George Young.
Waistell: William.
Professional Associate :—
Rolandson: Christopher.

GATESHEAD-ON-TYNE.

Fellow :—
Wallace: Henry.

SEAHAM-HARBOUR.

Fellow :—
Brydon: Robert.

DURHAM—*continued.***STOCKTON-ON-TREES.***Fellow :—*

Curry : Henry John.

SUNDERLAND.

Hedley : John Hunt.

Hedley : Thomas Fenwick.

Hedley : Thomas Fenwick, Jun.

Potts : Joseph, Jun.

ESSEX.**BOREHAM.***Professional Associate :—*

Moore : Harold Edward.

BRAINTREE.*Fellow :—*

Vaizey : John George.

BRENTWOOD.*Professional Associate :—*

Watson : James Bruce.

CASTLE HEDINGHAM.*Fellow :—*

Balls : James Mayhew.

CHELMSFORD.*Fellows :—*

Chancellor : Frederick.

Hilliard : George Bridge.

Professional Associates :—

Christy : Archibald Ernest.

Hilliard : George Edward.

Petre : The Hon. Henry William.

Phillips : George Cawkwell.

Associate :—

Gepp : Charles Bramston Osborne.

CHIGWELL.*Fellow :—*

Savill : Alfred.

COLCHESTER.*Fellow :—*

Bowler : William Anthony.

Professional Associates :—

Grimwade : Henry.

Lee : John Wilfrid.

EPPING.*Fellow :—*

Sworder : Hugh.

ILFORD.*Professional Associate :—*

Thompson : William.

INGATESTONE.*Fellow :—*

Coverdale : Frederick John.

MARGARETTING.*Professional Associate :—*

Callendar : William Jackson.

RAINHAM.*Fellow :—*

Blewitt : Edward Robert.

SAFFRON WALDEN.*Fellow :—*

Nockolds : Martin.

SOUTHEND-ON-SEA.*Professional Associate :—*

Tapp : Arthur.

ESSEX—*continued.***WITHAM.***Professional Associate :—*

Strutt : The Hon. Edward Gerald.

WOODFORD.*Fellow :—*

Kemsley : Joseph William.

GLOUCESTERSHIRE.**BRISTOL.***Fellows :—*

Daniel : Harry Augustus Hood.

Munro : Philip.

Sturge : Robert Fowler.

Sturge : William.

Past-President.

Thomas : Josiah.

Professional Associates :—

Scammell : Thomas.

Sturge : Theodore.

CHELTENHAM.*Fellows :—*

Cox : George James.

Sadler : George William.

Sanders : Thomas.

Professional Associate :—

Sadler : George William, Jun.

CIRENCESTER.*Fellow :—*

Anderson : Robert, Jun.

Associate :—

Kinch : Edward.

CLIFTON.*Professional Associate :—*

Benson : Robert Alan.

GLOUCESTER.*Fellow :—*

Knowles : William.

Professional Associate :—

Knowles : Henry.

MORETON-IN-THE-MARSH.*Fellow :—*

Seovell : John.

STROUD.*Professional Associate :—*

Pelham-Clinton : Hubert Edward.

WESTON BIRT.*Fellow :—*

Rich : Robert.

HAMPSHIRE.**ANDOVER.***Fellows :—*

Herbert : Allan.

Westbury : George Henry.

Westbury : Giles.

Professional Associate :—

Hooper : Alfred Frederick.

ALTON.*Fellow :—*

Curtis : Charles Edward.

BASINGSTOKE.*Fellow :—*

Raynbird : Hugh Edward.

Professional Associate :—

Simmons : Charles Franklin.

HAMPSHIRE—*continued.*

EAST TYTHERLEY.
Professional Associate :—
 Robey: Robert.

FAREHAM.
Fellow :—
 Clarke: Alfred Dudley.

FORDINGBRIDGE.
Fellow :—
 Hannen: Reginald St. John.

MICHELDEVER.
Professional Associate :—
 Pain: James.

PORTSMOUTH.
Fellow :—
 King: Thomas.

PORTSEA.
Fellows :—
 Blake: Frederick.
 Hall: Ernest.
 Kent: George Edward.
 King: Thomas.
 King: Sir William David.

RINGWOOD.
Fellow :—
 Baird: Jonathan Peel.

RYDE.
Fellow :—
 Newman: Francis.

SOUTHAMPTON.
Fellows :—
 Hill: William Burrough.
 Jurd: William.
 Lemon: James.
Professional Associates :—
 Lomer: Montague Frank.
 Perkins: Walter Frank.

SOUTHSEA.
Fellows :—
 Kent: George Edward.
 King: William David.

WEST COWES.
Fellow :—
 Bird: James Binfield.

WINCHESTER.
Fellows :—
 Comely: John Gill.
 Harris: James.
 Pickstock: John.
Professional Associate :—
 Newton: Thomas Edwin.

WICKHAM
Fellow :—
 Smith: Charles Bovill.

HEREFORDSHIRE.

HEREFORD.
Fellows :—
 Apperley: William Havard.
 Brown: John Powles.
 Haywood: Henry.
 Haywood: William Matthews.
 Parker: John.
Professional Associate :—
 Hewitt: William.

KINGSLAND.
Fellow :—
 Ward: John George Rodney.

HERTFORDSHIRE.

BARKWAY.
Fellow :—
 Adams: Charles Frederic.
Professional Associate :—
 Balding: Albert.

BISHOPS STORTFORD.
Professional Associate :—
 Robinson: Martin Catlin.

CHESHUNT.
Fellow :—
 Cawter: John.

HEMEL HEMPSTEAD.
Fellow :—
 Robinson: Nathaniel Wishart.

HERTFORD.
Fellow :—
 Austin: Russell Gardiner.
Professional Associate :—
 Shoppee: Conrad Joseph.

NEW BARNET.
Fellow :—
 Taylor: Edward Fergusson.
Professional Associate :—
 Hasluck: Lancelot Gerald.

ROYSTON.
Professional Associates :—
 Thurnall: John Edward.
 Turner: Percy.

SAWERIDGEWORTH.
Professional Associate :—
 Crawley: William Jeeves.

ST. ALBANS.
Fellow :—
 Harding: Sidney Longhurst.
Professional Associate :—
 Low: Robert John.

TRING.
Fellows :—
 Brown: William.
 Foulkes: Septimus Giffard.

WARE.
Fellow :—
 Beningfield: Henry.

WATFORD.
Fellow :—
 Weall: John.
Professional Associates :—
 Ayres: Charles Pryor.
 Norris: Walter Henry.
Associate :—
 Thomas: Hubert.

HUNTINGDONSHIRE.

CONNINGTON.
Fellow :—
 Thomson: William Cunningham.

HUNTINGDON.
Fellow :—
 Looker: John.

LOLWORTH-BY-ST. IVES.
Fellow :—
 Daintree: John Osborn.

ST. NEOTS.
Fellow :—
 Peppercorn: John Hutchinson.

KENT.

ASHFORD.

Fellows :—
Ballard: Edmund.
Waterman: James.

Professional Associates :—
Brown: Alexander
Burrows: Alfred John.
Reid: Francis.

AYLESFORD.

Fellow :—
Seymour: Richard Arthur Hamilton.

BEXLEY.

Fellow :—
Dann: Henry.

BROMLEY.

Fellows :—
Lepper: John Harrage.
Payne: Frederick.
Peto: James Winder.

CANTERBURY.

Fellow :—
Slater: George.
Professional Associate :—
Harvey: John James Sayer.

DOVER.

Fellows :—
Fry: George Frederick.
Hayward: Henry.

FARNINGHAM.

Professional Associate :—
Hodsoll: William, Jun.

FAVERSHAM.

Fellow :—
Neame: Frederick, Jun.

FOLKESTONE.

Professional Associate :—
Flint: Leslie Sentance.

HIGHAM.

Fellows :—
Cobb: Robert Lake,
Member of Council.
Cobb: Herbert Mansfield.

LITTLE MONGEHAM.

Fellow :—
Wilks: Richard.

MAIDSTONE.

Fellows :—
Tootell: Charles.
Tootell: Joseph.
Tootell: Joseph, Jun.
Troutbeck: Robert.
Waterman: Richard.
Professional Associate :—
Day: William.

PLUCKLEY.

Fellow :—
Burrows: Alfred Joe.

ROLVENDEN.

Fellow :—
Neve: Herbert.

SEVENOAKS.

Fellows :—
Bigge: Charles Selby.
Cronk: Edwyn Evans.
Cronk: Frank.
Cronk: William Henry.

KENT—continued.

SITTINGBOURNE.

Fellow :—
Webb: George.
Professional Associate :—
Cowper: Richard William.

TUNBRIDGE.

Professional Associate :—
Sturgess: John Moore.

TUNBRIDGE WELLS.

Fellows :—
Brackett: Arthur William.
Brackett: William.
Langridge: George.
Roper: William.
Professional Associate :—
Freeman: Sydney.

LANCASHIRE.

ASHTON-UNDER-LYNE.

Fellow :—
Holmes: James.

BLACKBURN.

Fellows :—
Bertwistle: James.
McCall: George.

BURY.

Fellow :—
Farrar: James.

LIVERPOOL.

Fellows :—
Gain: Coard Squarey.
Sherlock: Cornelius.
Associate :—
King: William.

LEIGH.

Professional Associate :—
Selby: John Basely.

LYTHAM.

Fellow :—
Fair: Thomas.
Professional Associate :—
Birch: Walter de Hoghton.

MANCHESTER.

Fellows :—
Bridgford: Ernest James.
Bridgford: Robert, C.B.
Cross: John.
Holden: John.
Jackson: Charles.
Neville: Henry William.
Raby: Joseph Walker.
Raby: William.
Statter: Thomas.
Thompson: Edward James.
Wilson: Thomas Silk.

Professional Associate :—
Maxwell: Francis William.
Associate :—
Higgin: William Housman, Q.C.

LANCASHIRE—continued.

PRESTON.

Fellows :—

Dickson : Thomas Arthur.
 Fair : Jacob Wilson.
 Harding : Joseph.
 Park : William Philip.
 Veevers : Richard.

SCORTON.

Professional Associate :—
 Bailey : Leonard.

ST. HELEN'S.

Fellow :—

Hanson : Amos.
Professional Associate :—
 Booth : John Frederick.

WARRINGTON.

Fellow :—

White : John.

WIGAN.

Fellow :—

Fair : Jacob Wilson.

LEICESTERSHIRE.

ASHBY-DE-LA-ZOUCH.

Fellows :—

German : George.
 German : John.

HINCHLEY.

Fellow :—

Thorpe : William.

LEICESTER.

Fellows :—

Clare : Edward Lovell.
 Clough-Taylor : Horace George.
 Everard : John Breedon.
 Draper : Arthur Thomas.
 Rolleston : John Fowke Lancelot.
Professional Associate :—
 Rolleston : Wm. Gustavus Stanhope.

LOUGHBOROUGH.

Fellows :—

Hodson : George.
 Woolley : William Edward.

Professional Associate :—
 Holbeche : Æmilian Henry.

MARKET HARBOROUGH.

Professional Associate :—
 Fisher : Charles Browning.

WOODHOUSE.

Fellow :—

Humphreys : Henry

LINCOLNSHIRE.

ALFORD.

Fellow :—

Higgins : Frederic.

BRIGG.

Fellows :—

Cave : Henry H.
 Tindall : Charles William.

LEADENHAM.

Professional Associate :—
 Crofts : Ewan Nevile.

LINCOLNSHIRE—continued.

LINCOLN.

Professional Associate :—

Beard : Edwin Thomas.

LOUTH.

Fellow :—

Mason : William Ludlam.

SPALDING.

Fellow :—

Kingston : Samuel.

ULCEBY.

Fellow :—

Turner : John.

WAINFLEET.

Fellows :—

Martin : James,
Member of Council.
 Martin : Walter.

LONDON AND NEIGHBOURHOOD.

Fellows :—

Adams : Charles Frederick.
 Adams : Henry.
 Allen : Henry Robert.
 Arding : Charles Bennett.

Badcock : Philip.
 Barry : Charles.
 Battam : Frederick Thomas.
 Bate : Thomas.
 Beadel : William James,
President.

Bedells : Charles King.
 Beeston : Frederick.
 Bell : George Graham.
 Benningfold : Henry.
 Berridge : Robert.
 Bickerton : George Arthur.
 Bigge : Charles Selby.
 Bingham : Reuben.
 Bird : James Binfield.
 Bird : Walter.
 Birdseye : William.
 Blackford : Arthur.
 Blake : William John, Jun.
 Blakemore : William Agutter.
 Blashill : Thomas.
 Bolam : Charles Godfrey.
 Bolden : John Leonard.
 Bond : Erasmus.
 Bonny : James Rippoth.
 Bontor : Frank Arthur.
 Booker : Algernon Erskine.
 Bovill : Alfred.
 Boyle : Edward.
 Bray : Harry.
 Brereton : Franc Sadleir.
 Brinsley : George.
 Bridgewater : Bentley James.
 Brown : Bradshaw.
 Brown : Daniel Johnson.
 Brown : George James.
 Brown : William Blumfield.
 Burnell : Edward Henry.
 Burnett : David.
 Burroughes : Thomas Henry.
 Buzzard : Alfred Lindsey.

LONDON AND NEIGHBOURHOOD—continued.

Fellows:—

Carritt: Ernest.
 Carpenter: Evan George.
 Cartwright: George Kingsford.
 Cassell: James Robert.
 Castle: Henry James, Sen.,
 Member of Council.
 Castle: Henry James, Jun.
 Castle: William Henry Baldwin.
 Cates: Arthur.
 Chadwick: Spencer.
 Chancellor: Frederick.
 Chesterton: Edward.
 Cheston: Chester.
 Chinnock: Frederick George.
 Clark: Samuel.
 Clarke: Howard Chatfield.
 Clarke: Thomas Chatfield,
 Member of Council.
 Clifton: Edward Norton,
 Past-President.
 Clutton: Henry.
 Clutton: John,
 Past-President.
 Clutton: John Henry.
 Clutton: Ralph.
 Clutton: Robert George,
 Member of Council.
 Cobb: Herbert Mansfield.
 Cobb: Robert Lake,
 Member of Council.
 Collins: Henry Hyman.
 Cook: Edward Samuel.
 Cooper: John Thomas.
 Crickmay: George Rackstrow.
 Cronk: Edwyn Evans.
 Cronk: Frank.
 Cross: William Stephens.
 Currey: Henry.
 Curtis: Robert Leabon.
 Curtis: Samuel Perkins.
 Dale: John.
 Dallas: Edwin Stuart.
 Dash: Thomas Alexis.
 Davis: James.
 Daw: William Herbert.
 Deacon: Thomas Mark.
 Debenham: Thomas Nunn.
 Dennant: William Freeth.
 Denton: John Bailey.
 Dinwiddy: Thomas.
 Doll: Charles Fitzroy.
 Dowden: Henry Joseph.
 Dowling: Clement.
 Downing: Frederick.
 Driver: Charles William.
 Driver: Robert Collier,
 Vice-President.
 Driver: Robert Manning.
 Drury: Edward Dru.
 Dunch: Charles.
 Dunlop: Alexander Milne,
 Member of Council.
 Dyer: William John.
 Eales: Frederick Ernest.
 Eiloart: Frederick Edward.
 Ellis: Henry.
 Ellis: Richard Adam.
 Ellis: Sir John Whittaker, Bart., M.P.
 Emmanuel: Barrow.
 Eve: William.
 Eves: George.

LONDON AND NEIGHBOURHOOD—continued.

Fellows:—

Farmer: Edmund.
 Field: James Frederick.
 Field: Walter William.
 Fleetwood: George.
 Foster: Charles Rolls.
 Fuller: Ernest.
 Fuller: Harry.
 Furber: Herbert.
 Furber: William.
 Gairdner: Edward James.
 Galsworthy: Frederick Thomas.
 Gardiner: Edward James.
 Gardiner: William James.
 Garrard: Arthur.
 Gilbert: William Henry Sainsbury.
 Girdwood: James.
 Glasier: George Henry Brougham.
 Goodchild: Josiah.
 Gore: Spencer W.
 Goulding: William Purdham.
 Graves: Walter.
 Green: Samuel.
 Green: James.
 Grellier, Harley Mair.
 Grey: Charles Grey.
 Gwyther: William Warlow.
 Haddock: Roland.
 Hall: John George.
 Hall: Walter.
 Hallett: William Brown.
 Hamilton: Henry.
 Hardcastle: Fredk. Henry Appleton.
 Harding: Edward Ernest.
 Harding: William Daniel.
 Harman: James Ambrose.
 Harrington: George Frederick.
 Hart: William Frederick.
 Haywood: William, Lieut.-Colonel.
 Heron: William Charles.
 Hilton: John.
 Hine: George Ernest.
 Hobson: Frederick William.
 Horne: William Edgar.
 Horsey: Frederick.
 Horsey: Thomas.
 Hovenden: Thomas Henry.
 Hudson: Arthur Byrne.
 Hudson: William.
 Hull: Charles.
 Humphreys: Charles.
 Hunt: Sir Henry Arthur, C.B.
 Hunt: Henry Arthur, Jun.
 Hunt: Josiah.
 I'Anson: Edward,
 Past-President.
 I'Anson: Edward Blakeway.
 Inman: Marshall Nisbet.
 Jenkinson: William Wilberforce.
 Johnson: Henry.
 Jonas: Henry.
 Jones: Charles.
 Jones: Charles Frederick.
 Jones: Charles Jenkin.
 Jones: Henry Arthur.
 Kedgley: Charles.
 Keirle: Robert.
 Lambert: William.
 Lansdown: George.

LONDON AND NEIGHBOURHOOD—*continued.**Fellows:—*

Leane: George Henry.
 Lee: Charles Williams.
 Lee: Frederick.
 Le Rossignol: Frances.
 Lines: Richard Samuel.
 Lewis: Francis Theodore.
 Lightfoot: Francis Lowry.
 Lofts: Henry.
 Lovejoy: Alfred.
 Lowe: Charles Harlowe.
 Lye: John Gaunt.

Mann: Charles John.
 Mann: Robert Wilks.
 Marr: James.
 Martin: George Dennis.
 Martin: Howard.
 Masterman: George Hughes.
 Mathews: Joseph Douglas.
 Matthews: William.
 Maylard: Charles Grason.
 Maynard: Edward.
 Miles: Matthew.
 Millar: Charles William.
 Monier-Williams: Stanley Faithfull.
 Morris: John Warrington.
 Mortimer: John Camden.
 Mullett: Frederick Augustus.

Naylor: Arthur Millington.
 Newmarch: Henry Charles.
 Newman: Arthur Harrison.
 Newson: Harry Carss.
 Nichols: Daniel Cubitt.
 Norman: James Maurice.
 Norman: William.
 North: George.
 Notley: Richard Albert.
 Notley: Robert Pledge.

Oakley: Christopher,
Member of Council.

Oakley: William.
 Osborne: Alfred William.
 Orgill: John Berwick.
 Osborn: Richard.

Page: Robert.
 Palmer: Alfred.
 Parker: Charles Alfred.
 Parr: Samuel.
 Pattisson: Jacob Luard.
 Payne: Alexander.
 Peck: Henry William.
 Peck: William Roland.
 Peebles: Alexander.
 Penfold: John Wornham,

Honorary Secretary.

Pilditch: Philip Edward.
 Pollard: Harry Emans.
 Popplewell: William Willott.
 Porter: Alfred.
 Pownall: George Harry.

Read: George Huntly.
 Reddall: David Gadsden.
 Rees: William Andrew.
 Reeves: Benjamin Austen.
 Reid: Patrick Sandeman.
 Rex: William.
 Richards: Alfred.
 Richards: Henry Brinley.
 Rickman: Thomas Miller,

*Member of Council.*LONDON AND NEIGHBOURHOOD—*continued.**Fellows:—*

Riddle: Frederick Henry Brimble
 Roberts: Richard.
 Robins: Edward Cookworthy.
 Robinson: Charles Edward.
 Robinson: Henry.
 Robson: Edward Robert.
 Rogers: Edward Phippard George.
 Rogers: William Bennett.
 Rushworth: Edmund Walter.
 Rutley: Charles.
 Ryde: Arthur Lyon.
 Ryde: Edward,

Past-President.

St. Quintin: Perry.
 Sanday: George Henry.
 Saunders: Cecil George.
 Saunders: Edward.
 Savill: Alfred.
 Searle: Francis William.
 Selby: Charles Frederic.
 Sherrin: John Lester.
 Shoppee: Charles Herbert.
 Shoppee: Charles John,

Vice-President.

Simms: Walter.
 Smallpeice: George Baker.
 Smith: Charles John.
 Smith: Henry.
 Smith: Henry Herbert.
 Southwell: Charles Josiah.
 Squarey: Elias Pitts,

Vice-President.

Squire: Richard.
 Stanger: Caleb.
 Stenning: Alexander Rose.
 Stephenson: Charles William.
 Stevens: William Charles.
 Steward: Herbert Thomas.
 Stock: Henry.
 Stoner: Alfred.
 Strudwick: Hayward James.
 Strudwick: William Henry.

Tanner: Henry.
 Tarrant: Walter.
 Tatham: George Henry.
 Taylor: Edward Fergusson.
 Tewson: Edward.
 Tewson: Edward Arthur.
 Theobald: Henry Wells Dewhurst.
 Thompson: Arthur Edward.
 Thurgood: Herbert John.
 Thynne: Edward Lewis.
 Thynne: Frederick George.
 Thynne: Guy Harry.
 Tolley: James.
 Tootell: Richard William.
 Treadwell: Henry John.
 Trist: John William.
 Trollope: Charles Brown.
 Trumper: Richard.
 Tuckett: Philip Debell.
 Tunley: George.

Vaizey: John George.
 Venables: Frederick.
 Vernon: Arthur.
 Vernon: Walter Liberty.
 Vigers: Astley.
 Vigers: Edward.
 Vigers: Francis,

Vice-President.

LONDON AND NEIGHBOURHOOD—*continued.*

Fellows :—

Vigers: Leslie Robert.
Vigers: Martin.
Vigers: Robert,
Member of Council.
Walcott: Lyons Roden Symphon.
Walker: Edward Robinson.
Walker: Samuel.
Walmisley: Arthur Thomas.
Warner: William Henry.
Waters: William Richard.
Watney: Daniel,
Member of Council.
Watney: Walter Daniel.
Watts: Charles.
Weatherall: Henry.
Weaver: William.
Wharton: Thomas George.
Whitaker: George.
Whiteley: Charles Percy.
Widnell: Frederick Grainger.
Wilkinson: George Ayscough.
Wilkinson: William.
Williams: Thomas.
Wilson: Jacob.
Withall: Richard Augustus.
Woods: Henry.
Woodthorpe: Edmund.
Wreathall: Robert T.

Professional Associates :—

Baker: Cecil Cautley.
Ballard: William Washington.
Beadel: Henry Grant.
Beauchamp: Charles Davie.
Bidwell: Shelford.
Bishop: Reginald George.
Blunt: Herbert Arthur Scawen.
Boodle: Francis Edward.
Bousfield: Edwin Vaughan Davenport.
Bradley: William.
Briggs: John.
Brown: William Arthur.
Browne: Flint.
Buckland: Alfred Virgoe.
Buckland: William Thomas.
Cardall: Frederic William.
Carter: Frank Wellington.
Castle: Sydney Charles Courtenay.
Chapman: Vaughan Godfrey St. John.
Chester: William Richard.
Christy: Archibald Ernest.
Clark: Harding Thomas.
Clarke: Percy Henry.
Clayden: Walter.
Clifton: William Edward.
Coales: Herbert George.
Collins: Marcus E.
Connelly: John Joseph.
Cooke: William George.
Cooke: William Stephen.
Crawter: John, Jun.
Cresswell: John Theodore Ross.
Cross: John.
Cudlipp: William.
Cumberbatch: Carlton Parry.
Daffarn: Thomas Alfred.
Dansie: Frederick Crown.
Dash: Roland Ashford.
Davis: Charles James.

LONDON AND NEIGHBOURHOOD—*continued.*

Professional Associates :—

Dawson: Walter Henry.
Drew: Allen.
Dunning: Bernard Simon.
Easton: Edward.
Eiloart: Alfred.
Ellis: Charles Godwin.
Ellis: Leonard Ashby.
Ellis: Ralph Staples.
Elwell: William Henry.
Evans: Tom Augustus John.
Fawcett: James Pogue.
Fitness: John Francis.
Fletcher: George Rivers.
Flint: William Hurst.
Fuller: George John.
Fuller: Herbert Henry.
Furber: Henry Aubrey.
Fyfe: George Peters Collier.
Gibb: William Pashley.
Gibbon: William Jacomb.
Gibson: Walter Matthew.
Gore: William Joll.
Gow: James.
Grant: Harry Graeme.
Green: James Henry Townsend.
Green: Thomas Joseph.
Greenop: Edward.
Halton: Harry Russell.
Hamilton: John Paynter.
Hansell: Reginald Goddard.
Harland: Arthur.
Harper: Edgar Josiah.
Hebden: George Radcliffe.
Hedger: Arthur Constantine.
Henderson: Henry Arthur.
Henderson: Richard.
Henry: Edward Hugh.
Hicks: Stanley.
Holland: Thomas James, Jun.
Holmes: James Thomas.
Hope: William Elliott.
Hopkins: Edwin.
Howell: Ernest John.
Hussey: George Henry Cleland.
Ingleby: Herbert.
Ingram: Henry Law.
Ivimey: Alfred.
Jessett: Charles.
Jones: Thomas.
Johnston: Andrew.
Jordan: George Henry.
Jull: William Vincent.
Keeling: Gilbert.
Keer: William.
Kettle: Frederick Charles.
King: Alfred.
King: William Isaac.
Lawrence: William Robert.
Leonard: Henry Holmes.
Lightfoot: John George.
Lofts: Henry Fairlam.
Lovesay: William.
Lowe: Charles Robert.
Lucas: Joseph.
Lynch: James Henry.
Maddox: Charles Ralph.
Marriott: George Wharton.

LONDON AND NEIGHBOUR-
HOOD—continued.*Professional Associates:—*

Mead: John Henry.
 Merrett: James.
 Meston: Joseph Fyfe.
 Milnes: Robert, Jun.
 Mixer: Edward.
 Moore: Harold Edward.
 Moss: Thomas Walter.
 Mylne: William John Home.

Newman: Charles Henry.
 Nixon: Samuel.
 Norris: Edward James.

Page: Thomas Gowland.
 Paul: Alan.
 Payne: William Seth Robert.
 Pearce: Frederick William.
 Pearce: William John.
 Perks: Sidney.
 Perrens: Harry Wilson.
 Pewtress: Herbert Wilmshurst.
 Phillips: John Henry.
 Physick: Walter Frederick.
 Price: Thomas William.
 Purchase: Edward Keynes.

Rand: John.
 Rex: Charles William.
 Rex: Francis Herbert.
 Roberts: Charles.
 Roberts: Charles Gordon.
 Robinson: James Thomas.
 Roods: Alfred.
 Ross: David James.
 Rüntz: Ernest Augustus.
 Ryde: Charles Bertram.

Sabin: Joseph Henry.
 St. Quintin: Richard Samuel.
 Saunders: Samuel Brown.
 Savill: Alfred, Jun.
 Sexby: John James.
 Shackle: Edward Neild.
 Sherry: Nathaniel.
 Sherwin: Joseph Henry.
 Skewis: Edwin.
 Skingle: Alfred.
 Slade: Isaac.
 Smith: George Cecil.
 Smyth: Edward.

Professional Associate of Council.

Stacey: William.
 Stenning: Percy Haines.
 Stevenson: Frederick J.
 Stower: Joseph.
 Swinscow: Harold Edwin.

Tapp: Arthur.
 Taylor: George.
 Theobald: Henry.
 Thompson: Alfred.
 Thurgood: Ernest Charles.
 Trollope: Henry Charles.
 Trumper: John Alfred.

Vigers: Sidney.
 Wakefield: Godfrey.
 Walker: Leon Victor.
 Wallis: John David.
 Ward: George.
 Webb: Jonas Marshall.
 Wells: Edward Ogbourn.
 Weston: George.
 Wilcocks: Frederick C.

LONDON AND NEIGHBOUR-
HOOD—continued.*Professional Associates:—*

Wiles: William.
 Willard: Thomas.
 Williams: Leonard James.
 Williams: Sidney.
 Williams: Tom.
 Willoughby: Charles William.
 Wood: Henry.
 Woodward: William.
 Wyand: Benjamin John.
 Young: Andrew.
 Young: Morgan Henry.

Associates:—

Anderson: Charles Henry.

Banks: John Eldon.
 Barry: John Wolfe.

Associate of Council.

Batten: John Winterbotham.
 Bazalgette: Charles Norman.
 Beale: James Samuel.
 Bidder: George Parker, Q.C.
 Birch: Robert William Peregrine.
 Bolton: William Henry.
 Bramwell: Sir Fredk. Joseph, F.R.S.
 Bund: John W. Willis.

Carlisle: William Thomas.
 Castle: Edward James.
 Clarke: Sir Edward, Q.C., M.P.
 Clode: Walter.
 Clutton: Hubert Spencer.
 Cripps: Charles Alfred.

Dethridge: Frank.
 Druce: Samuel Benjamin Large.
 Elton: Charles Isaac, Q.C., M.P.

Fowler: Sir John.
 Freeman: George Mallows.
 Freshfield: Edwin.
 Freshfield: William Dawes.

Goldney: Gabriel Prior.
 Grantham: Richard Boxall.
 Grantham: Richard Fuge.
 Groves: William.
 Gully: William Court, Q.C., M.P.

Halsey: Edward Joseph.
 Hamilton: Henry Best Hans.
 Hamond: Thomas Astley Horace.
 Harris: Richard Reader.
 Hill: Alexander Staveley, Q.C., M.P.
 Hudson: Alfred Arthur.

James: Sir Henry, Q.C., M.P.

Kirby: Alfred Octavius.
 Ledgard: Frederick Thomas Durell.
 Littler: Ralph Daniel Makinson, Q.C.
 Lott: Joseph.

Marriott: The Right Hon. William
 Thackeray, Q.C., M.P.
 Marshall: Frederick.
 Meysey-Thompson: Albert Childers.
 Michael: William Henry, Q.C.
 Mosley: Tomman.
 Munton: Francis Kerridge.

Philbrick: Frederick Adolphus, Q.C.
 Pope: Samuel, Q.C.
 Potter, William, Q.C.
 Procter: Foster Wilfred.

LONDON AND NEIGHBOURHOOD—*continued.*

Associates :—

Quick: Joseph.

Rees: John Charles.

Rickards: Arthur George.

Rigg: Herbert Addington.

Ryde: Edward Harrow.

Ryde: Walter Cranley.

Shoppes: Gerald Augustine.

Sladen: St. Barbe.

Smith: John Smalman.

Smith: Lumley, Q.C.

Statham: William Arnold.

Stephens: Pembroke S., Q.C.

Stevens: William Richard.

Stevenson: George Wilson.

Sutton: Henry.

Trollope: George Francis.

Warren: Reginald Augustus.

Webster: Sir Rehd. Everard, Q.C., M.P.,
Associate of Council.

Wheeler: Thomas Whittenbury, Q.C.

White: Frederick Meadows, Q.C.

White: Thomas Jennings.

Will: John Shires, Q.C., M.P.

Winckworth: Lewis.

Wing: Thomas Twining.

Woolf: Sidney.

MONMOUTHSHIRE.

NEWPORT.

Fellows :—

Graham: William.

Hitchcox: William.

Rees: William George.

Professional Associates :—

Keates: William Allen.

Tanner: William.

NORFOLK.

COSSEY.

Fellow :—

Coverdale: Henry.

EAST RAYNHAM.

Professional Associate :—

Gayford: Henry John.

KING'S LYNN.

Fellow :—

Wright: William Edward.

Professional Associate :—

Hussey: Robert.

NORWICH.

Fellows :—

Hornor: Charles Jared.

Hornor: Francis.

Mills: Samuel Mealing.

Rogers: Ernest Edward.

SANDRINGHAM.

Fellow :—

Beck: Edmund.

SCOLE.

Professional Associate :—

Scriven: Charles Herbert.

NORFOLK—*continued.*

THETFORD.

Fellow :—

Barker: Caleb.

WEST RUDHAM.

Fellow :—

Freuer: William.

NORTHAMPTONSHIRE.

NORTHAMPTON.

Fellow :—

Law: Edmund.

OUNDE.

Fellow :—

Parnell: Robert.

PETERBOROUGH.

Fellows :—

Edwardes: Charles Bidwell.

Laurance: John.

Professional Associate :—

Lyster: Thomas Rice Somerville.

NORTHUMBERLAND.

ALNWICK.

Fellow :—

Wilson: Jacob.

NEWCASTLE-UPON-TYNE.

Fellows :—

Armstrong: Thomas John.

Bolam: William Thomas.

Parmeter: Frank.

Taylor: John William.

NOTTINGHAMSHIRE.

EAST BRIDGFORD.

Fellow :—

Baumont: George.

EPPERSTONE.

Fellow :—

Huskinson: William Lambe.

Professional Associate :—

Huskinson: Thomas William.

MANSFIELD.

Fellows :—

Neale: Charles James.

Turner: Frederick John.

Professional Associate :—

Butterworth: Josiah.

NOTTINGHAM.

Fellows :—

Barnes: John William James.

Evans: Robert.

Hine: George Thomas.

Jackson: Frederick.

Walker: Herbert.

Professional Associate :—

Payne: William Percy.

RETFORD.

Fellow :—

Birkett: William.

SOUTH COLLINGHAM.

Fellows :—

Wigram: John.

Woolley: Reginald.

Woolley: Thomas Cecil Smith.

Woolley: Thomas Smith,

Past-President.

NOTTINGHAMSHIRE—continued.

WOLLATON.

Fellow :—
Wright: William.

Professional Associate :—
Hall: Charles Pell.

OXFORDSHIRE.

BANBURY.

Fellow :—
North: George Frederic.

BICESTER.

Fellows :—
Castle: George Richard.
Holiday: Frederick Dean.
Paxton: Edward Hayton.

Professional Associate :—
Little: William Davis.

HENLEY-ON-THAMES.

Professional Associates :—
Simmons: Charles Franklin.
Simmons: William Anker.

KIRTLINGTON.

Professional Associate :—
Dashwood: Frederick Loftus.

OXFORD.

Fellows :—
Castle: Robert.
Egerton: Hubert Decimus.
Field: Francis Hayward.
Galpin: Charles Alexander.
Galpin: John.

Professional Associate :—
Rose: Edward Joseph.

TETSWORTH.

Fellows :—
Watson: John.
Professional Associate :—
Watson: John, Jun.

SHROPSHIRE.

BROSELY.

Fellow :—
Thursfield: Thomas Howell's.

BRIDGNORTH.

Fellow :—
Wyley: Henry James.

CLEOBURY NORTH.

Fellow :—
Dodgson: Wilfred Longley.

ELLESMERE.

Fellow :—
Tower: Brownlow Richd. Christopher.

LUDLOW.

Fellow :—
Dodgson: Wilfred Longley.

OSWESTRY.

Fellow :—
Williams: William.

SHIFNAL.

Fellow :—
Lane: Cecil Newton.

SHROPSHIRE—continued.

SHREWSBURY.

Fellows :—
Burd: Laurence.
Evans: William Ernest.
Swettenham: William Norman.
Wyley: William John.

UPPINGTON.

Professional Associate :—
Hall: William Timothy.

SOMERSETSHIRE.

BATH.

Fellows :—
Silcock: Thomas Ball.
Spackman: Henry.

BRUTON.

Fellow :—
Bennett: Thomas Oatley.

CREWKERNE.

Fellow :—
Parsons: Henry.
Professional Associate :—
Parsons: Robert Maurice Peters.

SHEPTON MALLET.

Fellows :—
Heard: Herbert.
Wainwright: Charles Rawlinson.
Wainwright: Charles Rawlinson, Jun.

TAUNTON.

Fellows :—
Hussey: Frank Tooze.
Knollys: James Edward.

WELLS.

Fellow :—
Hippisley: Edwin.

STAFFORDSHIRE.

BLACKFORDLY.

Fellow :—
Joyce: John Hall.

ENDON.

Fellow :—
Heaton: George Herbert.

LICHFIELD.

Fellow :—
Inge: Charles Henry.

LITTLE INGESTRE.

Fellow :—
Mynors: Walter Charles Towers.

STAFFORD.

Fellows :—
Sandy: Henry.
Turnor: Exsuperius Weston.

Associate :—
Hill: Alexander Staveley, Q.C., M.P.

STOKE-UPON-TRENT.

Fellow :—
Forshaw: Edward.
Professional Associate :—
Blundell: Harry.

WEST BROMWICH.

Professional Associate :—
Hill: Alfred.

SUFFOLK.

BURY ST. EDMUNDS.

Fellow :—

Scott: Henry Lacy.

IPSWICH.

Fellow :—

Turner: William.

Professional Associate :—

Bond: Frederick George.

LAVENHAM.

Fellow :—

Biddell: William.

NEWMARKET.

Professional Associate :—

Boa: Andrew.

SHOTLEY.

Fellow :—

Spurling: Henry.

SUDBURY.

Fellows :—

Coote: George.

Coote: John.

WOODBIDGE.

Professional Associate :—

Arnott: John.

SURREY.

CHERTSEY.

Professional Associate :—

Waterer: Clarence.

DORKING.

Professional Associate :—

Russell: James Elgar.

EGHAM.

Fellow :—

Menzies: William.

ENGLEFIELD GREEN.

Fellow :—

Simmonds: Frederick.

FARNHAM.

Fellows :—

Eggar: James Alfred.

Nash: Alfred James.

Professional Associate :—

Williams: William Welsby.

GODALMING.

Fellow :—

Mellersh: Alfred William.

GUILDFORD.

Fellows :—

Bowles: Arthur Humphrey.

Drewitt: George.

Lee: William.

Messenger: William Harry.

Smallpiece: George Baker.

Professional Associate :—

Ellis: Ernest Harold.

LEATHERHEAD.

Fellow :—

Noel: Byron Bruce.

LINGFIELD.

Professional Associate :—

Golightly: Charles Hugh.

REDHILL.

Fellow :—

Stacey: Harrie.

SURREY—continued.

REIGATE.

Fellows :—

Clutton: Henry.

Clutton: Ralph William.

Lees: John.

Pym: George Edwin.

Professional Associates :—

Collier: Arthur Charles.

Garrod: Herbert James.

Thornton: William Henry.

Associate :—

Head: John Merrick.

RICHMOND.

Fellow :—

Chancellor: Albert.

WIMBLEDON.

Fellow :—

Osborne: Alfred William.

SUSSEX.

BRIGHTON.

Fellows :—

Wilkinson: Thomas.

Wood: Frederick.

Professional Associate :—

Rigden: Charles Furner.

CHICHESTER.

Fellows :—

Hobgen: Francis Neale.

Wyatt: Oliver Newman.

CRAWLEY.

Fellow :—

Wood: William.

Professional Associate :—

Taylor: George.

EASTBOURNE.

Professional Associate :—

Woolnough: John William.

HAILSHAM.

Fellow :—

Burtenshaw: Albert.

HASTINGS.

Fellows :—

Dray: Alfred.

Lye: John Gaunt.

Vernon: Walter Liberty.

Vidler: James Coleman.

Woodhams: James.

HAYWARD'S HEATH.

Fellow :—

Bannister: Thomas.

HORSHAM.

Fellow :—

King: Frank Hulme.

LEWES.

Fellows :—

Card: Henry Curtis.

Colgate: Thomas, Jun.

Ingram: Walter Fielde.

Morris: Herbert.

Powell: Reginald Henry.

Professional Associates :—

Card: Henry.

Powell: Hubert John.

SUSSEX—continued.

PETWORTH.

Professional Associate :—
Taylor: Matthew.

PRESTON.

Professional Associate :—
Udny: Augustus Charles.

PULBOROUGH.

Professional Associate :—
Courthorpe: Alexander.

ROTHERFIELD.

Professional Associate :—
Crosland: Walter.

RYE.

Fellow :—
Vidler: James Coleman.

SEAFORD.

Fellow :—
Turner: William Webb.

UCKFIELD.

Professional Associate :—
Scarlett: Harry.

WARWICKSHIRE.

BIRMINGHAM.

Fellows :—
Bettridge: Edward.
Clarke: Richard.
Couchman: Robert Edward.
Fowler: Henry.
Godfrey: Robert.
Hedley: Robert Wilkin.
Hendriks: Henry.
Holbeche: Robert Neville.
Mason: William Arthur.
Mathews: George Spencer.
Mathews: William.
Robins: William Henry.
Smith: William Charles Henry Alston.
Willmot: John.
Willmott: Francis.

Professional Associates :—
Couchman: Henry Boteler.
Smith: Reginald W.

LEAMINGTON.

Fellow :—
Fayerman: George Metcalfe.

LEEK WOOTEN.

Fellow :—
Donne: Henry.

WARWICK.

Fellows :—
Fosbery: William Thomas Exham.
Margetts: John William.

WESTMORELAND.

KIRKBY LONSDALE.

Fellow :—
Punchard: Frederick.

MILNTHORPE.

Fellow :—
Holme: John.

WILTSHIRE.

CHIPPENHAM.

Fellows :—
Marshall: Lionel Hasler.
Smith: Henry Herbert.

WILTSHIRE—continued.

Professional Associate :—
Watkins: Robert Arundel.

DEVIZES.

Fellow :—
Canning: William Browne.

DOWNTON.

Fellow :—
Squarey: Elias Pitts.
Vice-President.

Associate :—
Fream: William.

MARLBOROUGH.

Fellow :—
Jeans: Mark.

PEWSEY.

Fellow :—
Ferris: George.

SALISBURY.

Fellows :—
Bath: Fred.
Canning: William Browne.
Gater: Caleb William.
Rawlence: Ernest Alfred.
Rawlence: James.
Rigden: Henry William.
Squarey: Elias Pitts.
Vice-President.
Professional Associate :—
Paterson: Andrew Thompson.

TISBURY.

Fellow :—
Lightfoot: Henry Le Blanc.

WARMINSTER.

Fellows :—
Cruse: Edmund.
Jones: Henry Parr.

WORCESTERSHIRE.

EVESHAM.

Fellow :—
Smith: William.

STOURBRIDGE.

Fellows :—
Fiddian: William.
King: Henry.

Professional Associate :—
Barratt: Harry.

WORCESTER.

Fellow :—
Buck: Albert.

YORKSHIRE.

BARNESLEY.

Fellow :—
Wade: John.

BINGLEY.

Fellow :—
Armistead: Richard.

BOOTHAM.

Professional Associate :—
Kerr: Arthur Herbert.

YORKSHIRE—continued.

BRADFORD.

Fellows :—

Cowgill: William.
Murray: Robert Little.
Smith: Joseph.

Professional Associate :—
Smith: Wheeler.

DONCASTER.

Fellow :—

Darley: William.

Professional Associate :—
Peace: Alfred Lindley.

GOOLE.

Professional Associates :—
Tudor: Colin Augustus Buchanan.
Tudor: Edward Charles Buchanan.

HALIFAX.

Fellow :—

Horsfall: Richard.

Professional Associate :—
Hebblethwaite: Charles Henry.

HUDDERSFIELD.

Fellow :—

Brook: James.

Professional Associate :—
Demetriadi: Thomas Marsden.

HULL.

Fellows :—

Botterill: William.
Fryer: George.
Hebblethwaite: Louis.
Tiffen: Joseph.
Todd: William Henry.

Professional Associate :—
Tiffen: John Henry.

KINGSTON-UPON-HULL.

Fellow :—

Wellsted: William Henry.

LEEDS.

Fellows :—

Hepper: John.
Jones: James William.
Newsam: Samuel Waterhouse.
Richardson: John.

NORTON.

Fellow :—

Abbott: Robert Thomas G.

PENISTONE.

Professional Associate :—
Hinchcliffe: John, Jun.

REDCAR.

Fellow :—

Rutherford: James.

SHEFFIELD.

Fellows :—

Flockton: Thomas James.
Fowler: Frederick.
Innocent: Charles John.
Scargill: Alfred.

YORKSHIRE—continued.

Professional Associate :—

Massie: Frank.

WAKEFIELD.

Fellow :—

Kaye: John Edward.

YORK.

Fellows :—

Clutton: William James.
Coleman: John.
Fryer: George.
Watson: Herbert Edward.

Professional Associate :—
Lee: George Cansfield.

IRELAND.

DONEGAL.

LETTERKENNY.

Fellow :—

Murphy: Edmund.

LONDONDERRY.

MAGHERAFELT.

Fellow :—

Cartwright: Henry Edward.

SCOTLAND.

BERWICKSHIRE.

COLDSTREAM.

Associate :—

Scott: Henry Robert, The Hon.

EDINBURGH.

EDINBURGH.

Fellow :—

Paterson: Robert.

FORFARSHIRE.

DUNDEE.

Fellow :—

Buchan: Thomas.

LANARKSHIRE.

GLASGOW.

Fellows :—

Binnie: Thomas.
Smellie: Thomas Davies.

WALES.

CARMARTHENSHIRE.

LLANDILO.

Fellow :—

Davies: John Morgan.

LLANELLY.

Fellow :—

Rosser: William.

CARNARVONSHIRE.

BANGOR.

Fellow :—

Dew: William Arthur.

CRICCIETH.

Fellow :—

Jones: Walter Butler Clough.

LLANDUDNO.

Fellow :—

Felton: George Frederick.

FLINTSHIRE.

WHITFORD.

Fellow :—

Pickering: William Cloves.

GLAMORGANSHIRE.

CARDIFF.

Fellows :—

Blosse: Edward F. Lynch.

Brown: Thomas Forster.

Waring: Charles Edward.

Waring: Thomas.

ELY.

Fellow :—

Phillips: Frederick Hamilton.

NEATH.

Fellow :—

Sheppard: Osborne.

LLANDAFF.

Professional Associates :—

David: Edmund Ussher.

Williams: William Herbert.

ST. FAGANS.

Fellow :—

Forrest: Robert.

MERIONETHSHIRE.

BALA.

Fellow :—

Williams: John.

MONTGOMERYSHIRE.

KERRY.

Fellow :—

Poundley: John Edward.

LLANIDLOES.

Fellows :—

Grant: James.

Powell: Evan.

MACHYNLLETH.

Fellow :—

Gillart: Richard.

WELCH POOL.

Fellow :—

Addie: William Forrester.

PEMBROKESHIRE.

HAVERFORDWEST.

Fellow :—

Owen: Thomas Rule.

Professional Associate :—

Owen: Thomas Henry.

RADNORSHIRE.

RHAYADER.

Fellow :—

Williams: Stephen William.

FOREIGN PARTS.

ALEXANDRIA.

Professional Associate :—

Satchell: Charles.

CEYLON.

Professional Associate :—

Thornton: William Henry.

COSTA RICA.

Associate :—

Jongh: John Isidore de.

STRAITS SETTLEMENTS.

Fellow :—

Lermit: Alfred William.

Professional Associate :—

Chevallier: Harvey.

TRINIDAD.

Professional Associate :—

Dobie: Henry.

SPAIN.

Professional Associate :—

Arch: Arthur Joseph Edwin.



